

REQUEST FOR PROPOSAL



Department of Executive Services
Finance and Business Operations Division
Procurement and Contract Services Section
206-684-1681 TTY Relay: 711

DATE ADVERTISED: **June 30, 2005**

RFP Title: **PeopleSoft Human Resources/Payroll Application Upgrade**

Requesting Dept./ Div.: **King County Department of Executive Services / Finance and Business Operations Division**

RFP Number: **137-05RLD**

Due Date: **August 4, 2005 — no later than 2:00 P.M.**

Buyer: **Roy L. Dodman** roy.dodman@metrokc.gov, (206) 263-4266

Pre-Proposal Conference:

A conference to discuss questions related to this RFP shall be held at **10:00 a.m. on Thursday, July 14, 2005**, in Conference Room 6A on the 6th Floor of the Exchange Building, 821 Second Avenue, Seattle, WA 98104.

Sealed Proposals are hereby solicited and will **ONLY** be received by

King County Procurement Services Section
Exchange Building, 8th Floor
821 Second Avenue
Seattle, WA 98104-1598

Office Hours - 8:00 a.m. - 5:00 p.m.
Monday - Friday

SUBMITTERS MUST COMPLETE AND SIGN THE FORM BELOW (TYPE OR PRINT)

Company Name		
Address		City/State/Zip Code
Signature	Authorized Representative / Title	
E-mail	Phone	Fax

This Request for Proposal will be provided in alternative formats such as Braille, large print, audio cassette or computer disk for individuals with disabilities upon request.

If you received or downloaded this document in .pdf format, a MS Word copy may be obtained by contacting the buyer listed above. This MS Word document will be transmitted by e-mail.

Sealed proposals are hereby solicited and will be received only at the office of the King County Procurement Services Section at 821 Second Avenue, 8th Floor, Seattle, Washington, 98104 no later than 2 p.m. on the date noted above regarding *PeopleSoft Human Resources/Payroll Application Upgrade* for the *King County Department of Executive Services – Finance and Business Operations Division*. These services shall be provided to King County in accordance with the following and the attached instructions, requirements, and specifications.

Submittal: King County requires the Proposer to sign and return *this entire Request for Proposal (RFP) document*. The Proposer shall provide *one unbound original* and *ten (10) copies* of the proposal response, data or attachments offered, including Appendix A, for *eleven (11) items* total. In addition, the Proposer shall return *ten (10) CDs* of all response material. In the case of originals, they shall be noted or stamped "Original".

Pre-Proposal Conference: A conference to discuss questions related to this RFP shall be held at 10:00 a.m. on Thursday, July 14, 2005, in Conference Room 6A on the 6th Floor of the Exchange Building, 821 Second Avenue, Seattle, WA 98104. See link for driving instructions.

http://www.metrokc.gov/finance/procurement/find_us.asp

Questions: After the Pre-Proposal Conference, Proposers will be required to submit any further questions in writing prior to the close of business Tuesday, July 19, 2005 in order for staff to prepare any response required to be answered by Addendum. Questions are best received and most quickly responded to when sent via e-mail directly to the following King County procurement personnel: *Primary* – Roy L. Dodman, Senior Buyer roy.dodman@metrokc.gov / *Secondary* – Cathy M. Betts, Buyer cathy.betts@metrokc.gov. Questions may also be sent via fax or mail to the address above.

This RFP document includes two Parts: Part A is the RFP document itself, and Part B is a sample King County contract, including standard Terms and Conditions the County uses in Technology Contracts.

PART A – Request for Proposal

SECTION I – GENERAL INFORMATION

- A. King County is an Equal Opportunity Employer and does not discriminate against individuals or firms because of their race, color, creed, marital status, religion, age, sex, national origin, sexual orientation, or the presence of any mental, physical or sensory handicap in an otherwise qualified handicapped person.
- B. All submitted proposals and evaluation materials become public information and may be reviewed by appointment by anyone requesting to do so *at the conclusion* of the evaluation, negotiation, and award process. This process is concluded when a signed contract is completed between King County and the selected Consultant. Please note that if an interested party requests copies of submitted documents or evaluation materials, a standard King County copying charge per page must be received prior to processing the copies. King County *will not* make available photocopies of pre-printed brochures, catalogs, tear sheets or audio-visual materials that are submitted as support documents with a proposal. Those materials will be available for review at King County Procurement.
- C. No other distribution of proposals will be made by the Proposers prior to any public disclosure regarding the RFP, the proposal or any subsequent awards without written approval by King County. For this RFP all proposals received by King County shall remain valid for ninety (90) days from the date of submittal. All proposals received in response to this RFP will be retained.
- D. Proposals shall be prepared simply and economically, providing a straightforward and concise but complete and detailed description of the Proposer's abilities to meet the requirements of this RFP. Fancy bindings, colored displays and promotional materials are not desired. Emphasis shall be on completeness of content.
- E. King County reserves the right to reject any or all proposals that are deemed not responsive to its needs.
- F. In the event it becomes necessary to revise any part of this RFP, addenda shall be created and posted at the King County Procurement web site. Addenda will also be conveyed to those potential submitters providing an accurate e-mail address. If desired, a hard copy of any addenda may be provided upon request.

- G. King County is not liable for any cost incurred by the Proposer prior to issuing the contract.
- H. A contract may be negotiated with the Proposer whose proposal would be most advantageous to King County in the opinion of the King County Department of Executive Services, all factors considered. King County reserves the right to reject any or all proposals submitted.
- I. It is proposed that if a selection is made as a result of this RFP, a contract with a fixed price/prices will be negotiated. Negotiations may be undertaken with the Proposer who is considered to be the most suitable for the work. This RFP is primarily designed to identify the most qualified firm. Price and schedule will be negotiated with the "first choice" Proposer; negotiations may be instituted with the second choice and subsequent Proposer until the project is canceled or an acceptable contract is executed.
- J. This RFP shall be available for use by all King County Departments, Divisions and Agencies. If orders will be placed by the County's Transit Division, the Contractor will be required to sign and comply with the Federal Transit Administration's (FTA)'s required documentation. This RFP may also be used, as appropriate and allowed, by other governmental agencies and political sub-divisions within the State of Washington.
- K. The contents of the proposal of the selected Proposer shall become contractual obligations if a contract ensues. Failure of the Proposer to accept these obligations may result in cancellation of their selection.
- L. A contract between the Consultant and King County shall include all documents mutually entered into specifically including the contract instrument, the RFP, and the response to the RFP. The contract must include, and be consistent with, the specifications and provisions stated in the RFP.
- M. News releases pertaining to this RFP, the services, or the project to which it relates, shall not be made without prior approval by, and then only in coordination with, the King County Department of Executive Services.
- N. King County Code 4.16.025 prohibits the acceptance of any proposal after the time and date specified on the Request for Proposal. There shall be no exceptions to this requirement.
- O. King County agencies' staffs are prohibited from speaking with potential Proposers about the project during the solicitation.

Please direct all questions to:

Roy L. Dodman / Senior Buyer
(206) 263-4266
roy.dodman@metrokc.gov

or Cathy M. Betts / Buyer
(206) 263-4267
cathy.betts@metrokc.gov

NOTE: Documents and other information is available in alternate formats for individuals with disabilities upon advance request by calling Mary Lou Allwine at 206-296-4210 or TTY711.

- P. Protest Procedure - King County has a process in place for receiving protests based upon either proposals or contract awards. If you would like to receive or review a copy, please contact the Buyer named on the front page of this document or call Procurement Services at 206-684-1681.
- Q. Contract Term - Extension

If a contract is awarded based on this RFP, it may contain the following provision:

Contract Extension

The initial estimated contract period will be for two (2) years from the start date of the contract. As appropriate, based on the deliverables received and on on-going work needs by the County, the term of the contract may be extended in one (1) year increments for four (4) additional one-year periods for a total contract duration of six (6) years, in accordance with the County's best interest and at the sole option of the County. Prices shall remain firm for the duration of the contract period. Reasonable price changes based on market conditions and price/cost analysis may be requested, if such escalations are based on changes in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index for All Urban Consumers ("CPI-U") for the Seattle-Tacoma-Bremerton Statistical Metropolitan Area for the preceding calendar year. You may obtain information about the CPI-U in

general and the Seattle area in particular by visiting the United States Bureau of Labor Statistics web site at <http://www.bls.gov/cpi/>. In the event the CPI-U (or a successor or substitute index) is no longer published, a reliable government or other non-partisan index of inflation selected by the County shall be used to calculate any adjusted amounts. Requests for any such changes are to be made in writing to the King County Department of Executive Services, and approved by the County Executive or his/her designee. Any agreed-to change shall take effect at the time of the contract extension and shall remain in effect throughout the extension period. The parties hereto recognize that such changes could be increases or decreases in the prices; both parties are entitled to benefit from such price changes.

- R. Electronic Commerce and Correspondence. King County is committed to reducing costs and facilitating quicker communication to the community by using electronic means to convey information. As such, most Invitations to Bid and Requests for Proposal, as well as related exhibits, appendices, and issued addenda can be found on the King County Internet Web Site, located at <http://www.metrokc.gov/finance/procurement>. Please refer to the "RFPs, RFQs & ITBs / New / Consultants" portion of the site (note: some documents or portions thereof may not be posted on the site. Please note any special messages regarding a particular solicitation). This information is posted at the Web Site as a *convenience* to the public, and is not intended to replace the King County process of formally requesting bid documents and providing the County with contact information for the potential proposer. Each proposer bears the responsibility to confirm the completeness and accuracy of all documents pertaining to a given solicitation, including the receipt of all issued addenda.

If a proposer downloads a document from the Web Site and does not contact the Procurement Office to obtain a hard copy, the proposer *must* use the "Feedback" (Envelope) button at the bottom of the Web page to convey the proposer's company name, contact name, mailing address, and phone/fax number to the County. Please note which document/documents were downloaded.

After proposals have been opened in public, the County will post a listing of the consultants submitting proposals at the King County Internet site. Please refer to the "RFPs, RFQs & ITBs / Awarded / Consultants" portion of the site for a listing, as well as a notification of a final award.

Unless otherwise requested, letters and other transmittals pertaining to this RFP will be issued to the e-mail address noted in our files, and after submittal, noted on the first page of this document. If other personnel should be contacted via e-mail in the evaluation of this proposal, or to be notified of evaluation results, please complete the information in the table below.

Contact Name	Title	Phone	E-mail address

- S. Washington State Public Disclosure Act (RCW 42.17) requires public agencies in Washington to promptly make public records available for inspection and copying unless they fall within the specified exemptions contained in the Act, or are otherwise privileged.
- T. Proposals submitted under this RFP shall be considered public documents and with limited exceptions proposals that are recommended for contract award will be available for inspection and copying by the public.

If a Proposer considers any portion of his/her proposal to be protected under the law, the Proposer shall clearly identify on the page(s) affected such words as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." The Proposer shall also use the descriptions above in the following table to identify the effected page number(s) and location(s) of any material to be considered as confidential (attach additional sheets as necessary). If a request is made for disclosure of such portion, the County will determine whether the material should be made available under the law. If the material is not exempt from public disclosure law, the County will notify the Proposer of the request and allow the Proposer ten (10) days to take whatever

action it deems necessary to protect its interests. If the Proposer fails or neglects to take such action within said period, the County will release the portion of the Proposal deemed subject to disclosure. By submitting a Proposal, the Proposer assents to the procedure outlined in this paragraph and shall have no claim against the County on account of actions taken under such procedure.

Type of exemption	Beginning Page / Location	Ending Page / Location

U. Proposers are urged to use recycled/recyclable products and both sides of paper for printed and photocopied materials, whenever practicable, in preparing responses to this RFP.

V. Bid Identification Label: Please see the Bid Identification Label on the last page of this document.

SECTION II – PROJECT SPECIFICATIONS AND SCOPE OF WORK.

1.0 Introduction

King County Department of Executive Service is seeking to acquire services from a qualified and experienced vendor, with staff expertise, to upgrade its existing PeopleSoft HRMS system to HCM 8.9. This effort is a sub-project of a larger King County project – The Accountable Business Transformation (ABT) project planned to implement the PeopleSoft Human Resource and Payroll system and the Oracle Financials system across the entire County, starting in 2007. The vendor whose proposal is accepted for this PeopleSoft Upgrade project is not precluded from proposing on any other ABT related sub-projects and there is no implication of any work guaranteed on any other ABT related sub-projects.

King County implemented PeopleSoft (PS) HRMS 7.01 in June 1999 and completed an upgrade to 8.0 SP1 in the summer of 2003. The installed modules are Human Resources, Payroll, Benefits Administration, Time and Labor, and Self Service (ePay, eTime, and eDevelopment). King County processes payroll for approximately 6,000 employees using PeopleSoft and manages some payroll and HR data for an additional 8,000 using a legacy system.

The purpose of this work is to upgrade PeopleSoft HRMS Applications, PeopleTools, PeopleSoft Third Party Products, and the underlying Oracle database to current and supported versions, incorporating all customizations; and migrate all data to the new versions, provide training for users, functional analysts, and technical analysts and provide stabilization support.

Additional objectives include:

- Develop a repeatable strategy, approach and methodology, which can be used for subsequent upgrades.
- Eliminate and/or simplify modifications as appropriate.
- Complete the upgrade on time and under budget.

1.1 King County PeopleSoft Installation Overview

The King County Payroll Systems Support and Development Team is tasked with supporting the PeopleSoft environment. The team is composed of Functional Analysts, Technical Analysts, and Management.

The Functional Analysts work with the end users to help them perform their functions, gather requirements for changes, test or manage tests, train users, and troubleshoot problems. The Technical Analysts are composed of database administrators, system engineers, and technical support analysts who troubleshoot problems for the functional analysts, develop reports and enhancements to meet the functional requirements and perform ongoing technical operation and maintenance tasks as required. The Management Team is responsible for planning, direction, and decision-making.

Number of users on the system:

Payroll Systems Support and Development Team	17
WEB Reporting Analysts	3
Payroll Operations	20
Benefits & Retirement Operations	4
Human Resource Division	30
Department HR Specialists	20
Department Timekeepers	75
Management Analysts (read only)	150
WEB Report Users	1,000
Self Service/Eapps	15,000

1.2 King County installation Outline

Modules in Use:

- PS Human Resources (Administer Workforce) (HR)
 - Including: Applicant Tracking, Training and Labor Relations
 - Excluding: Position Control, and WorkFlow
- PS Payroll (Payroll)
 - Including Savings Bonds
- PS Benefits Administration (Benefits)
 - Including Self service Online.
 - Excluding Benefits Billing
- PS Time and Labor (T&L)
- PS Self Service
 - eTime, ePay and eDevelopment

Interfaces:

- Inbound Count - 11
- Outbound Count - 33

King County Sub Systems Developed using PeopleTools:

- WA State Retirement Reporting sub system
- Uniform Allowance for Bus Drivers
- MSA Payroll Printing

Web Reporting (Custom Built by King County)

- Additional database objects built for separate web reporting DB user.
- New reports created (will be changed by King County with advice from vendor)

PS Updates/Fixes

- Up-to-date as of March 1, 2005, incorporating all of the pertinent updates and fixes to version 8.0 SP1.

Customizations (breakdown in following charts):

- 215 Modifications (each may contain multiple PeopleSoft object changes and SQRs). A modification is a change or addition to the PeopleSoft HRMS system to adapt the system to handle King County business processes.

Summary by Module by Size				
Module	Small	Med	Large	Total
HR	54	38	4	96
Benefits	7	6	4	17
Payroll	32	17	7	56
T&L	19	13	4	36
System Administration	3	4	3	10
Total	115	78	22	215

Size Estimates and Term Definitions:

Size	Total # of Records, Components, Pages or PeopleCode Affected	Requirement
<u>Large</u>	Multiple (>24)	Multiple scenarios; multiple exceptions; requires complex manipulation of data
<u>Medium</u>	Multiple (6-24)	Medium requirement that needs some manipulation of data
<u>Small</u>	Few (1-5)	Simple requirement

Online Changes: PS object changes made for PeopleSoft HRMS online processing.

Internal processes: PS custom programs and PS object changes made for PeopleSoft HRMS batch processing.

External Processes: PS custom processes built for separate functions not directly related to HRMS processing.

Outbound Interfaces: Interfaces that are primarily from PeopleSoft to another system.

Inbound Interfaces: Interfaces that are primarily from another system to PeopleSoft.

Reports: PeopleSoft SQR and Crystal reports used for HRMS processing.

System Administration (SA): System Administration tools custom-built in PeopleSoft.

System Discovery Notes:

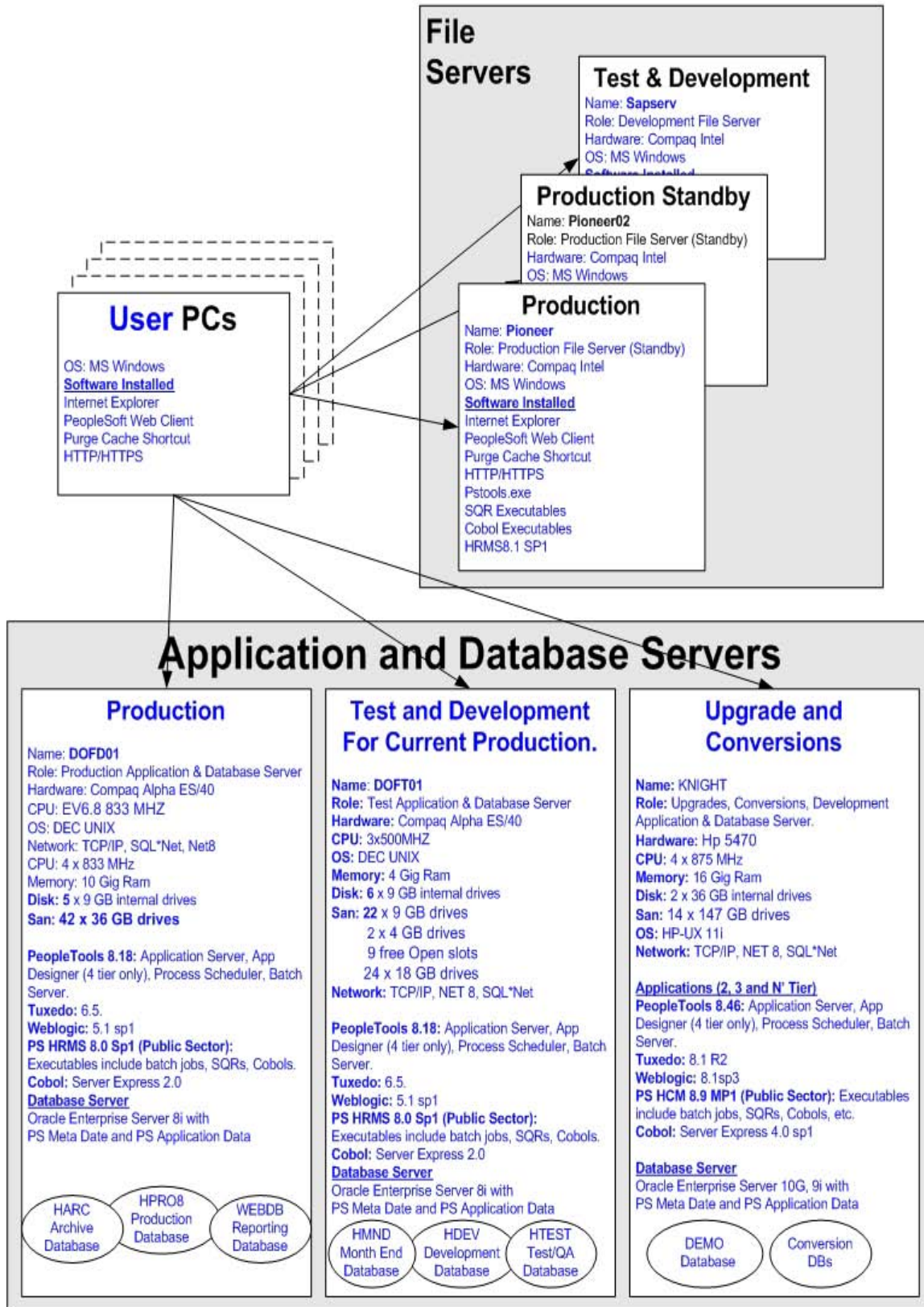
Modified PS Records	225	Custom added	491
Modified PS Panels	103	Custom added	333
Modified PS PeopleCode	267	Custom added	578
Modified SQR Programs	0	Custom added	322
Modified PS Queries		Custom added	2345
Modified PS App. Engine Sections	100	Custom added	22
Modified PS Workflow Activities	1	Custom added	0
Modified PS Workflow Bus. Processes	1	Custom added	0

1.3 The PeopleSoft Hardware and Software Environment.

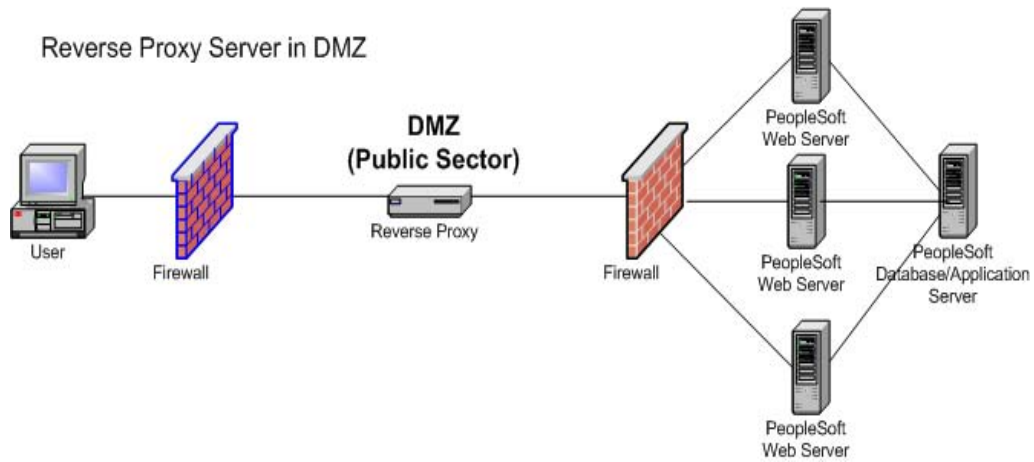
The following diagram outlines King County's technical PeopleSoft environment. Client PCs are configured to access the database server, using a secured socket layer active in Microsoft's Internet Explorer the Web Client Delivery System.

(figure #1)

King County PeopleSoft HRMS Environment



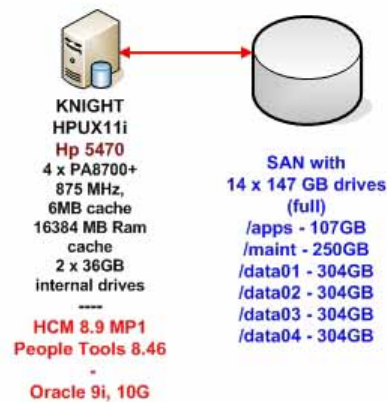
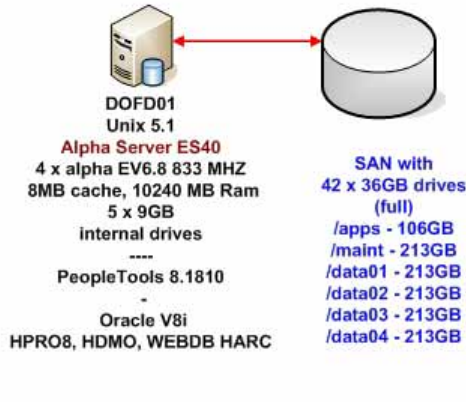
(figure #2)
PeopleSoft Self_Service
Web Architecture



(figure #3)

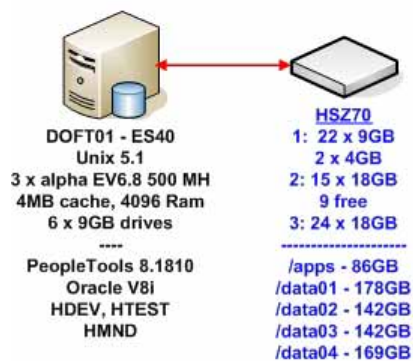
Critical PeopleSoft Domain Locations (FBOD - 6/7/2005)

Production Database and Application Servers:

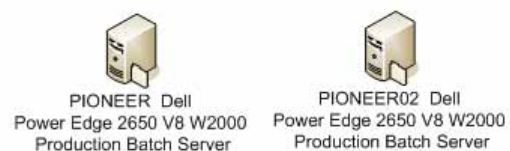


NOTE:
1 drive is an on-line
spare the 13
remaining drives split
into one 7 drive RAID
5 set and one 6 drive
RAID 5 set. Each
RAID 5 set gives up
1 drive for parity.
usable size = RAID 5
set is 6 drives and 5
drives. There are a
total of 4 mount
points for the
datadisk locations
and one for maint/
apps.

Development/Test Database and Application Servers:



Batch/Fileservers And Process Schedulers



Webservers:



King County Installed Software with Version Numbers:

Product	Release/Version	Vendor Name
PeopleSoft Products:		
PeopleTools	8.18, 8.46	PeopleSoft
PeopleSoft HRMS	8.0 SP1, HCM 8.9 MP1	PeopleSoft
Oracle Products:		
Oracle Server (RDBMS)	8.1.7, 9.2.1	Oracle Corp.
3rd party products		
Tuxedo	6.5, 8.1	BEA Corp
SQR	8.1.5	Brio Technologies
COBOL	ServerExpress 2.0, NetExpress 3.0, ServerExpress 4.0 SP1	Merant
Crystal Reports	8.0, 9.0	Seagate
Weblogic	5.1 SP 9	
Java	1.3.2, 1.4.2	
Server Operating Systems		
Compaq Tru 64 UNIX	4.0g, 5.1a	Compaq
HP-UX	11.11	HP
DELL	RedHat 2.7	
Windows	NT 4 / 2000, 2003, XP	Microsoft

The County is in the process of evaluating the hardware architecture of the currently installed PeopleSoft system.

2.0 Project Team and Scope of Work

2.1 Project Team

The County expects the Consultant team to provide highly qualified subject matter/functional experts, technical developers, and upgrade specialists. However, the County will also provide its own staff resources as primary participants throughout all phases of the project. County staff has significant functional and technical experience with PeopleSoft. The majority of this team has been together since 2000 supporting the PeopleSoft environment, and the team members that joined after that had extensive PeopleSoft experience before joining.

The table below identifies the roles and responsibilities of the Payroll Systems Support and Development team that can be dedicated to the upgrade.

Team	FTE	Role
Management	1	Project Manager
Functional Team	1	Functional Lead
	1	Time and Labor
	1	Human Resource
	0.5	Payroll
	0.5	Benefits Administration
	1	Security Functional Analyst
Technical	1	Technical Lead
	1	Developers
Database	1	DBA Master
	0.5	Systems Engineer

Extended Team – The County plans on obtaining additional functional support, outside the Payroll Systems Support and Development Team, from County departments for all modules, as needed.

2.2 Scope of Work

In this section, the County has suggested a Consultant scope of work for the upgrade of its existing Hr / Payroll System to PeopleSoft 8.9.

The County is in the early stages of a large scale business process transformation program called Accountable Business Transformation (ABT). The ABT program includes improving many business processes across the County. Two major cornerstones of the ABT are the PeopleSoft HR / Payroll system and the Oracle Financial Management system. Both are implemented in part of the County now and will be rolled out to the remaining parts of the County as part of the ABT. The additional ERP implementation projects will also include implementing new functionality in both PeopleSoft and Oracle. The upgrade of the PeopleSoft HR / Payroll system is critical to get to the latest version and to get the system and the PeopleSoft support team ready to roll out the system to the rest of the County. The major objectives for the PeopleSoft HR / Payroll upgrade project are:

- Upgrade the application from 8.0 to 8.9
- Upgrade to RDMS 10g
- Modify customizations as necessary with the intent to reduce or eliminate if possible using standard functionality.
- Analyze, recommend and improve the security environment.
- Provide recommendations early on in the project regarding hardware sizing to address the anticipated increase in user base and applications.
- Analyze, recommend and improve the database environment, applications, architecture and infrastructure prior to the actual upgrade.
- Capitalize on easy to implement functional and technical opportunities to improve the applications.
- Improve current configurations and set ups within the PeopleSoft system to solve business, technical and performance problems.
- Increase County PeopleSoft knowledge and skills. A major emphasis will be placed on knowledge transfer from consultants to County staff.
- Develop a repeatable upgrade approach, strategies and methodology.
- Prepare the County's PeopleSoft environment and staff to support the roll out to the entire County.
- Support training, communication and system change management tools and procedures.

The County encourages comments and alternative proposals from proposers based on their expertise with PeopleSoft upgrades in other organizations. The County welcomes ideas for changes or additions to our proposed scope of work and deliverables. The "Proposal Content" of this RFP asks the Proposer to formally comment on proposed scope, deliverables, and payment.

The County has a staff which supports the PeopleSoft HR / Payroll system. The Proposer shall include a proposed division of labor between the Consultant and the County. Also, the following items represent specific direction regarding the Consultant's proposed scope of work based on the project objectives and current situation:

1. **Approach/Methodology/Project Plan** - Provide an overall approach, methodology, project plan and description of deliverables for the entire PeopleSoft 8.9 HR / Payroll upgrade project based on the County's objectives and situation. The proposal will include recommendations for the areas to be assigned to the County and areas that will be 100% performed by the selected Consultant. The proposal should also include a description of the process for the appropriate and necessary transfer of functional and technical skills from Consultants to County staff. Describe how "Best Practices" fit into your proposal.

2. **Modification Reduction/Business Process Change** - Provide a specific approach and methodology for the functional and technical analysis work required to identify modification reduction and related business process change recommendations. The County expects the Consultant to provide extensive leadership and experience in this important area.
3. **New Features in existing modules** - Provide expert functional and technical resources to recommend how the County should implement the new and different features provided in PeopleSoft 8.9 if it makes sense to do so to solve current business and technical problems. The County expects the Consultant to provide extensive leadership and experience in this important area. The County wants the consultants to propose ways to review and understand the related PeopleSoft functionality in order to begin to work the business process issues, without directly impacting the PeopleSoft upgrade project. For this task, the County will provide human resource functional specialists who are not significantly involved with the upgrade.
4. **Configuration and Set up Review and Recommendations** – The Consultant will review the County's existing PeopleSoft configuration and set up design and make recommendations for improvements to solve functional, technical and performance problems.

Scope items 2 and 3 are related and critical to the County's approach for this upgrade. The selected Consultant team will guide this phase of the project. It will involve representatives from the County's PeopleSoft support team and Extended Team members from a variety of County Departments to review the modification reduction opportunities and related business process change recommendations. The process would likely involve a high level review of the current modifications, the current business processes and requirements, followed by analysis of best practice business processes, and prototyping and analysis of available 8.9 functionality to address the business requirements. The selected Consultant will be responsible for providing the overall methodology to guide this business process analysis work. The consultant will also be responsible for documenting the findings produced as a result of completing scope items 2 and 3. This will include all fit / gap session findings and configuration and set up change recommendations.

5. **Specifications** - The consultant will be responsible for developing the functional and technical specifications for all system changes. This involves updating the existing specifications which the County has developed. County staff will participate in this activity, but it is expected that the consultant will take a leadership role. These specifications include the updated configuration and set up documentation.
6. **Technical Development** - Provide experienced technical leadership and technical development assistance for the PeopleSoft 8.9 Hr / Payroll upgrade. This includes all technical analysis, development, integration and testing activities required to support the County's business process and reports. The County requires additional technical development support in this area. It is expected that the County staff will be assigned tasks by the consultant team that will enable the county team to be knowledgeable to support the implemented solution and provide for adequate knowledge transfer. This category includes interfaces listed in this RFP and providing the schema changes introduced by the upgrade. This category also includes the required data conversion activities.
7. **Reports Environment** – Provide experienced reporting leadership and provide technical development assistance to upgrade the County's Web reports which use the PeopleSoft HR and Payroll data. The County expects to do the technical work related to the reports, but will benefit from some advice.
8. **Technical Upgrade Tasks** - The Technical Upgrade Tasks, as defined in the PeopleSoft upgrade documentation, include many different kinds of activities, including the following: prepare the database, apply PeopleTool changes, run and review the compare reports, apply application changes, complete database changes, and apply changes to production databases. The County wants to work with the Consultants on these Technical Upgrade Tasks in the most efficient way for both the County and the Consultants. We want the proposals to include the optimum division of labor. The basic expectation is that the consultants will manage this technical upgrade task, but, it is also important to ensure that County staff has a reasonable understanding and knowledge of the tasks and activities for which the

Consultants are responsible. The County is interested in using PeopleSoft's upgrade assistant and other tools for streamlining the overall upgrade process.

9. **Architecture Leadership** - Provide experienced architecture leadership to assist with decision-making and improvements of the County's web based, N-tiered environment. This includes analysis and recommendations regarding the implementation of the web servers, application servers, database server and more. The consultant will work with the County's PeopleSoft Team and the County's Technology Department (ITS) regarding architecture and infrastructure.
10. **Infrastructure Leadership and Load Testing**– Provide experienced infrastructure leadership to analyze the County's environment which supports the PeopleSoft HR / Payroll system and make recommendations for improvement. The consultant will be responsible for completing the capacity and performance analysis and recommendations. County staff will purchase and implement any new infrastructure. This activity also includes analyzing the County's infrastructure environment to ensure it is sized and configured appropriately for the expected user load. The County expects the consultant will perform load testing using the appropriate tools and recommend related improvements.
11. **Security** – Provide the functional and technical leadership and resources to review how the County has currently implemented the PeopleSoft security system. The consultant will make recommendations to the County and then assist County staff to improve the PeopleSoft security configurations.
12. **User Procedures/Training Materials/Training Delivery** - Provide experienced functional and training leadership advice for the development and delivery of the user training program including: user procedures, training materials, training delivery, communication strategies and tools for the PeopleSoft 8.9 HR / Payroll upgrade. The County will take responsibility for the activities in this area, but will benefit from some consulting advice.
13. **Oracle** - Provide experienced Oracle Data Base Administration leadership for the PeopleSoft 8.9 HR / Payroll upgrade. The County will benefit by partnering with Oracle DBA experts who have had experience with PeopleSoft 8.9. The County requires the consultant to review the Oracle database environment and make recommendations for improvements as part of the upgrade. It is also expected that the Oracle database environment will be upgraded to version 10g as part of this HR / Payroll upgrade project.
14. **Stabilization** – The Consultant will provide post upgrade stabilization support to ensure that the upgraded HR / Payroll system functions well. The consultant should recommend stabilization support levels.
15. **Project Management** - Provide experienced project management expertise to partner with the County's project manager. The County will serve as the overseeing Project Manager. The Consultant will provide expert staff to develop and maintain the project plans, schedules, and reports. The County expects the project plans will include the activities at the appropriate level for the project and also include the identified resources and related hours. The Consultant project manager will have expert knowledge in project management techniques plus expert knowledge regarding PeopleSoft HR / Payroll upgrades. The Consultant must know and understand the upgrade tasks and manage to those tasks. The Consultant will also provide regular analysis and recommendations on the project status and report the findings to the County's project manager. The County expects the Consultants deliverables to be constructed and written in a professional and clear manner. These Consultant project management activities will include periodic reporting to the County's Executive and Management Committees and presentations to other stakeholders as required.
16. **Co Location** – The consultant team must be co-located with the existing support staff to ensure that knowledge transfer occurs, that issues are addressed collaboratively and so that the consultant team can interact directly with client staff and subject matter experts.
17. **Schedule** – The County is interested in an aggressive attainable schedule. It is essential to the county that the upgrade project be completed as soon as possible to allow for follow on projects that utilize the upgraded environment.

3.0 Evaluation Criteria

3.1 Evaluation of Submittals

Step 1: Written proposals will be reviewed and evaluated by the Evaluation Committee. The Evaluation Committee will be comprised of County staff. The Evaluation Committee will rate written proposals based upon the evaluation criteria. The Evaluation Committee may provide a single team score or may tally individual member scores, at the decision of the Evaluation Committee. The Evaluation Team may also make notes of the scoring or may issue a score with no documentation. Proposers should be aware that notes and/or individual scores may therefore not be made available, and a single Evaluation CommitteeTeam score may be properly used to represent the team results.

Step 2: The Proposer(s) whose written proposal(s) receives the highest score(s) will be invited to the Discovery Day session and a subsequent session where the consultant team will make a presentation to the County. This may be a single Proposer or multiple Proposers, at the County's sole discretion.

Step 3: Discovery Day and Subsequent Presentation Session.

- Each finalist will be offered a day long Discovery Day session with the County, in which members of the Project Team will be made available to the finalist to answer questions to the best of their ability. The consultant team will propose how to structure the Discovery Day at the appropriate time.
- All finalists will be provided with documents that the County believes helpful to describe the HR / Pay-roll system and the County environment. Requests for additional information from the finalists must be directed to the RFP Coordinator. County responses to requests for information will be distributed to all finalist Consultants.
- The finalist consultants will then each make a presentation to the County. This presentation will be four hours and will include at least
 - Consultant presentations to evaluation committee.
 - County question and answer session.
 - Discussion and demonstration of how the Proposer would conduct a Fit/Gap, Modification reduction, Business Process Change process for this project.
- The finalists' proposed Project Manager and key project team members must participate in the presentation.

Step 4: The County will conduct reference checks for all finalists. This may include one or more Proposers.

Step 5: The Evaluation Committee will make its recommendation to the Upgrade Steering Committee. The Upgrade Steering Committee must approve the selected Consultant as the proposed finalist to enter into Contract negotiations.

Step 6: Contract negotiations will commence with the selected Consultant. During negotiations, the scope of work will be refined, issues will be prioritized, responsibilities will be delineated between the Consultant and the County, specific deliverables will be identified, and the project budget will be refined.

Step 7: The contract will be executed between the selected Consultant and King County. A sample contract is attached (Part B). While the County believes that the final agreement shall be substantially in the form of the sample agreement, it is provided for informational purposes only and the County reserves the right to modify any term or condition contained therein.

Step 8: As noted in Section I, if negotiations with the initially selected Consultant fail to produce a contract, the County reserves the right to enter negotiations with another Proposer.

Proposal Scoring - For selection of the finalists, the written proposals will be scored using the following scoring:

Evaluation Criteria	Points
Technical Proposal	50
✓ Objectives	
✓ Scope of Work	
✓ Consultant Qualifications	
✓ Project Team	
✓ Proposal Creativity	
✓ Agreement to King County Terms & Conditions	
Financial Proposal	30
References	10
Proposed SEDB utilization / participation	10
Finalist Interview (as required)	50
Total Possible Points	150

If a selection is not made based on the written proposals along, Interviews may be conducted with the highest ranked proposers. If Interviews are held, they shall be worth 50 points. Final award would then be based on the totals of the written evaluations and oral interviews.

3.2 Schedule

The estimated schedule of events through go-live is as follows:

Date	Selection Process
6/30/05	Public Announcement for Request for Proposals
7/14/05	Pre-Proposal Conference, 10 a.m. – 12 p.m.
7/18/05	Questions Period Completed
7/22/05	Final Addendum out to vendors no later than 2 p.m.
8/4/05	Proposals Due no later than 2 p.m.
8/25/05	Finalists Selected
8/26/05-9/9/05	Discovery Days
9/9/05	Discovery Days Completed
9/16/05	Finalist Interviews Complete – Presentations/Demonstrations
9/23/05	Selection Recommendation
9/29/05	Governance Approval
10/03/05	Selection of winning vendor
10/24/05	Contract Negotiation Complete
10/28/05	Execute Contract and Notice to Proceed
11/01/05	Project Kickoff
9/2006	Estimated Implementation Rollout

4.0 Consultant Qualifications

The County seeks a selected Consultant team with demonstrated experience in the areas identified in the Scope of Work for this RFP. Experience is divided into two sub-categories: 1) Mandatory experience, and 2) Desired additional experience. No consideration will be given to proposals that do not meet the mandatory experience requirements. Consideration will be given to proposals whose team lacks some, but not all, of the desired additional experience.

The County requires that the majority of the proposed project team meet the mandatory requirements.

The County requires that the Consultants presented during the Consultant evaluation process be available to the County at the time of its project launch. The County also requires that no Consultant assigned to the County will be replaced prior to project completion. If there are exceptions to this requirement, the following will apply:

- a. The County must give prior approval of the replacement;
- b. The new Consultant(s) proposed as a replacement have qualifications equivalent to the replaced Consultant, as determined by the County;

4.1 Mandatory Experience

- Experience successfully upgrading from PeopleSoft HRMS version 8 SP1 to HCM 8.8 or above on a minimum of (one) 1 project. To qualify, Projects must have been completed or substantially completed in the opinion of the County.
- Experience successfully implementing or upgrading systems for at least 2 (two) public sector clients of similar size and complexity as the County. To qualify, projects must have been completed or substantially completed in the opinion of the County. These may be the same projects as identified previously.
- Experience with Fit/Gap analysis, Modification Reduction Analysis and related Business Process Change analysis for a PeopleSoft Implementation or Upgrade.
- Experience providing an overall approach, methodology, project plan and deliverables for a PeopleSoft Upgrade project.
- Experience in technical development using the new tools and utilities available in PeopleTools 8.44 or above.

4.2 Desired Additional Experience

- Experience implementing or upgrading PeopleSoft HRMS for a large, diverse local government.
- Experience with report distribution and access (using 8.8 or above delivery capabilities).
- Experience in running PS batch processes in a variety of environments
- Experience in technical development using PeopleTools 8.4 and above.
- Experience in PeopleSoft N-Tier architecture.
- Experience implementing and optimizing PeopleSoft move to production scripts.
- Experience in Oracle 10g.
- Experience performing Capacity Planning and Hardware Configurations
- Experience in current project management methods and techniques.
- Experience implementing a PeopleSoft Portal
- Experience setting up security and proxy servers (load balancers, SSL, RSA, DCE and self-service security implementation).

- Experience defining a self-service / portal security architecture to enable certain functionality to be made accessible via the internet (Load Balancing, SSL, RSA, DCE).
- Experience integrating an LDAP solution with PeopleSoft.
- Experience defining a 'System Test' Process that includes load testing and the use of automated testing tools.
- Experience defining a role based security model that includes row-level security and that can be maintained as users and roles change over time.
- Experience implementing workflow (including approval processes).

5.0 Proposal Content

Proposals must not exceed 50 pages in length. Consultants may submit supplemental information; however the County might not review anything in excess of the proposal response. Creativity of proposals is encouraged.

Each complete proposal shall contain the following:

- Response to 5.1 (Questionnaire, Appendix A)
- Response to 5.2 (Objectives)
- Response to 5.3 (Scope of Work)
- Response to 5.4 (Qualifications)
- Response to 5.5 (Project Team)
- Response to 5.6 (Consultant Resources)
- Response to 5.7 (Comprehensive Client List)
- Response to 5.8 (References)
- Response to 5.9 (Financial Proposal)

5.1 Questionnaire

Please complete and attach the Questionnaire included in this RFP as [Appendix A](#).

5.2 Objectives

Please provide a high-level overview of how your organization plans on meeting the County's objectives, including:

1. Upgrade of PeopleSoft HRMS from version 8 SP1 to PeopleSoft HCM version 8.9.
2. Develop a repeatable strategy, approach and methodology which can be used for subsequent upgrades.
3. Eliminate and/or simplify modifications as appropriate.
4. Complete the upgrade on-time and under budget.

5.3 Scope of Work

Please describe how your organization proposes to address the Scope of Work outlined in this RFP including:

1. Approach/Methodology/Project Plan
2. Modification Reduction/Business Process Change
3. New Features
4. Technical Development

5. Modifications to dependent systems
6. Reports Environment
7. Technical Upgrade Tasks
8. Architecture Leadership
9. User Procedures/Training Materials/Training Delivery/Communications
10. Oracle
11. Project Management

Note: Your response must include a proposed division of labor (Consultant Responsibility/County Responsibility)

5.4 Consultant Qualifications

Please describe how your project team meets the Mandatory Experience and Desired Additional Experience outlined in this RFP Section 4.1.

5.5 Project Team

Please identify each member of your proposed project team. Include, at a minimum, the following:

1. Identify the time commitment proposed for each member of the team. Indicate the anticipated hours that the project team members will be on-site at the project office.
2. For each member of the team, describe his/her educational/training background, his/her relevant experience, and his/her experience with the proposed methodology.
3. Describe the project team's experience with Human Resource and Payroll Systems business process analysis and change, if applicable.
4. Describe the project team's experience with PeopleSoft for Public Sector upgrades.
5. Describe any large and complex software upgrade projects that the project team has worked on.

5.6 Consultant Resources

Please describe other resources that you will bring to this project. Include:

1. Software tools, if any.
2. Supporting tools – such as databases of best practices, facilitation tools/methodologies, productivity tools and workflow, etc.
3. Strategic Partnerships with other organizations.
4. Relationships with software Consultants including Oracle/PeopleSoft.
5. Other.

5.7 Comprehensive Client List

Provide a comprehensive list of all public and private clients for which the Proposer has performed such upgrades and installations. Include only those accomplished by the Proposer's firm (i.e., the performed by the Consultant under the current business configuration). Firms that have a national headquarter need not include all such installations, but instead those that have been performed by the local office that is submitting on this proposal. Specify the client, contact information, date of information, and whether the installation was completed.

Specify any contract work that has been terminated prior to completion, and include the name, contact, date of original contract, reason for termination.

5.8 References

The Proposer shall provide at least three (3) references, including the client(s) identified in section 5.1, representing clients for which the Proposer provided services of a type and scale similar to the Scope of Work identified in this RFP. The County retains the right to contact any references named in the Proposal, as well as any clients of the Proposer not named in the proposal. The County reserves the right to use any information it obtains, whether specifically named and provided by the Proposer or otherwise, in making the evaluation of Proposer's qualifications.

Preferably, the Consultant shall provide references that include public sector customers, that focus on large, diverse local governments, and that include diverse operations and public utilities.

5.9 Financial Proposal

The County prefers a fixed-rate schedule for this contract. However, the County recognizes the difficulty of providing a fixed cost estimate for some portions of this project.

A proposal based on time and materials is therefore acceptable, but a time and materials proposal must include an estimated total cost for the project. Specifically, the estimate must encompass the total number of Consultants expected to complete all phases and aspects of the project based on the Consultant's experience with projects of similar size, scope, and complexity. When making this estimate the Consultant should assume that the staffing level at the County will remain constant. If a Proposer provides a time and materials proposal, the hourly rates and any other costs shall be specified for the entire term of the contract.

The total cost of the project, fixed or time and materials, must include all travel and living expenses. Billings for itemized Consultant living expenses are not acceptable.

State law prohibits the County from paying in advance for goods and services produced for this project. Therefore, proposals shall provide project costs and/or invoicing proposals that are phased consistently with completed segments of work performed.

The financial proposal will consist of two parts:

1. Staff Loading Plan

For each member of your staffing plan, please indicate the fixed hourly rate. For each major element in the proposed scope of work, indicate the projected number of hours for each staff member. In addition, for each member of the staffing plan include the work schedule for that member—specifically the days and hours to be worked at the Client site versus off-site.

2. Payment Schedule

Please refer to the proposed milestones/deliverables and provide the County with your proposed milestones/deliverables and your proposed payment amounts.

6.0 Insurance

The selected Consultant shall furnish Commercial General Liability, to include Products and Completed Operations, in the amount of \$1,000,000 combined single limit; \$2,000,000 aggregate. In addition, evidence of Workers' Compensation and Stop-Gap Employer's Liability for a limit of \$1,000,000 shall be provided. Further, the selected consultant shall furnish Professional Liability: Errors and Omissions in the amount of \$2,000,000 per claim/Aggregate.

Such policy/policies shall endorse King County, and its appointed and elected officials, officers, agents and employees as additional insureds.

King County reserves the right to approve deductible/self-insured retention levels and the acceptability of insurers.

7.0 Required forms for County Contracts

At a minimum, the following completed forms will be required from the selected contractor, prior to contract award (other potential forms are noted in PART B of this RFP document):


- A. King County Personnel Inventory Report

- B. Affidavit and Certificate of Compliance with King County Code 12.16
- C. Statement of Compliance - Union or Employee Referral Agency Statement (if applicable)
- D. King County Code 3.04.120 and Consultant Disclosure Form
- E. 504/ADA Disability Assurance of Compliance and Corrective Action Plan
- F. Equal Benefits Compliance Declaration Form

Copies of these forms are available by contacting the King County Procurement and Contract Services Division. They are available in paper form, or may be obtained via e-mail. Please contact Cathy Betts at 206-263-4267 or Roy L. Dodman at 206-263-4266, or by sending an e-mailed request to cathy.betts@metrokc.gov or roy.dodman@metrokc.gov.

8.0 Bid Proposal Checklist

- A. One (1) signed copy of entire RFP package, marked original.
- B. One (1) signed copy of any Addendum that was issued. (If an Addendum has a signature box at bottom of first page, it must be returned.)
- C. Ten (10) copies of all response materials.
- D. Ten (10) CDs of all response material.
- E. Complete the Bid Identification Label below (or reasonable facsimile) and attach it to a prominent place on the exterior of the submission envelope, box, etc.

URGENT – SEALED BID ENCLOSED Do Not Delay – Deliver Immediately	
 King County	King County Procurement & Contract Services Section Exchange Building, 8 th Floor 821 2nd Ave, EXC-FI-0862 Seattle, WA 98104-1598
Bid No.	RFP 137-05RLD
Bid Title	PeopleSoft Human Resources/Payroll Application Upgrade
Due Date	
Vendor	

PART B: Contract Language

The following language is typical of a King County technology contract. It is provided here as a sample of the anticipated language to be included in the final contract to be negotiated with the selected Consultant. King County may elect to include additional language, or to modify the provided language, in the final document.

CONTRACT

THIS CONTRACT, made this _____ Day of _____, 200_, by and between King County, Washington, (hereinafter "County") and _____ with its principle place of business at _____ (hereinafter "Contractor").

WITNESSETH:

WHEREAS, the County has caused Contract documents for:

Contract No.: _____

Contract Title: _____

to be prepared for certain Work as described therein; and

WHEREAS, the Contractor has assured the County that it has the specialized expertise and experience necessary to properly Provide the goods and Services in a timely manner and that its proposal includes all of the functions and features required for the goods and Services; and

WHEREAS, the County has accepted the Contractor's offer to provide the goods and Services in accordance with the Contract's terms, Scope of Work and proposal documents; and

WHEREAS, by executing this Contract, the Contractor represents that the waiver of the Contractor's immunity under industrial insurance, Title 51 RCW, as set forth in the Contract documents was mutually negotiated by the parties; and

NOW THEREFORE, in consideration of the mutual covenants and agreements of the parties herein contained and to be performed, the Contractor hereby agrees to supply the goods and Services at the price and on the terms and conditions herein contained, and to assume and perform all of the covenants and conditions herein required of the Contractor, and the County agrees to pay the Contractor the Contract price Provided herein for the supply of the goods and Services and the performance of the covenants set forth herein.

THE FURTHER TERMS, CONDITIONS AND COVENANTS of the Contract are set forth in the following exhibit parts each of which is attached hereto and by this reference made a part hereof in the following order of precedence: **[1]** Contract Amendments; **[2]** the Contract Document which includes: Definition of Words and Terms, Standard Contractual Terms and Conditions, Specific Contractual Terms and Conditions, Insurance Requirements, Federal Transit Administration (FTA) Requirements, Scope of Work, and Attachments A) Contractor Registration Form, B) Price, C) Domestic Partner Benefits Declaration Form, D) Personnel Inventory Report, E) Affidavit and Certificate of Compliance, F) Software License Agreement, G) Performance and Payment Bond, I) Certificate of Lobbying Activities, J) Disclosure Form to Report Lobbying and Instructions, K) Maintenance Agreement, L) Escrow Agreement, M) Consultant Disclosure Form, N) 504/ADA Assurance of Compliance, O) Contractor's Insurance Forms; **[3]** RFP Addenda; **[4]** Request for Proposals; **[5]** Best and Final Offer; and **[6]** Contractor's proposal.

COMPANY NAME

KING COUNTY

Authorized Signature

Authorized Signature

Name and Title (Print or Type)

Name and Title (Print or Type)

Date Accepted: _____ Date Accepted: _____

Approved as to form only: _____

TABLE OF CONTENTS

SECTION 1 - STANDARD CONTRACTUAL TERMS AND CONDITIONS

1-1	Administration
1-2	Contract Changes
1-3	Cost or Price Analysis
1-4	Termination for Convenience/Default/Non-Appropriation
1-5	Force Majeure
1-6	Washington State Sales Tax
1-7	Taxes, Licenses, and Certificate Requirements
1-8	Assignment
1-9	Indemnification and Hold Harmless
1-10	Applicable Law and Forum
1-11	Conflicts of Interest and Non-Competitive Practices
1-12	Disputes, Claims and Appeals
1-13	Mediation and Arbitration
1-14	Retention of Records, Audit Access and Proof of Compliance with Contract
1-15	Other Public Agency Orders
1-16	Recycled Products Policy
1-17	Nondiscrimination and Equal Employment Opportunity
1-18	Disadvantaged Business Enterprise (DBE) Participation
1-19	Severability
1-20	Nonwaiver of Breach
1-21	Non-Discrimination in Benefits to employees with Domestic Partners
1-22	Labor Harmony

SECTION 2 - SPECIFIC CONTRACTUAL TERMS AND CONDITIONS

2-1	Execution of the Contract
2-2	Contract Term
2-3	Notices
2-4	Payment Procedures
2-5	Advance Payment Prohibited
2-6	Purchase Orders
2-7	Pricing
2-8	Catalog Pricing
2-9	Shipping Charges
2-10	Cost Mark-Up on Changed Work
2-11	Direct Costs Related to Changed Work
2-12	Acceptance Process
2-13	Final Acceptance Process
2-14	Warranty Provisions
2-15	Express Warranties for Services
2-16	Express Warranties for Software
2-17	Warranty Remedies
2-18	Defective Work
2-19	Equipment and Software Warranty Process
2-20	Equipment and Software Maintenance
2-21	Independent Status of Contractor
2-22	Nondisclosure of Data
2-23	Non-Disclosure Obligation
2-24	Public Disclosure Requests

2-25	Board of Ethics Disclosure Requirement
2-26	Pricing of Spare Parts
2-27	Product Return
2-28	No Prototype Components
2-29	Hazardous Chemical Communication
2-30	Industrial and Hazardous Waste
2-31	Patents and Royalties
2-32	Changed Requirements
2-33	Patents, Copyrights and Rights in Data
2-33	HIPAA – Protecting Patient Privacy

SECTION 3 - INSURANCE REQUIREMENTS

3-1	Evidence and Cancellation of Insurance
3-2	Insurance Requirements

SECTION 4 - FEDERAL REQUIREMENTS (NOT APPLICABLE TO THIS CONTRACT)

SECTION 5 - SCOPE OF WORK

5-1	Implementation
5-2	Contractor Responsibilities

Typically Required Attachments for a King County Contract (forms may be requested from the listed Buyer)

Attachment A	Contractor Registration Form
Attachment B	Price / Catalog Pricing
Attachment C	Domestic Partner Benefits Declaration Form
Attachment D	Personnel Inventory Report
Attachment E	Affidavit and Certificate of Compliance
Attachment F	Software License Agreement
Attachment G	Performance and Payment Bond
Attachment I	Certificate of Lobbying Activities
Attachment J	Disclosure Form to Report Lobbying and Instructions
Attachment K	Maintenance Agreement
Attachment L	Escrow Agreement
Attachment M	Consultant Disclosure Form
Attachment N	504/ADA Assurance of Compliance
Attachment O	Contractor's Insurance Forms

DEFINITION OF WORDS AND TERMS

Words and terms shall be given their ordinary and usual meanings. Where used in the Contract documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

Acceptance or Accepted: Written documentation of the County's determination that the Contractor's Work has been completed in accordance with the Contract.

Administrative Change: Documentation provided by County to Contractor, which reflects internal King County procedures not affecting the Contract terms or Scope of Work.

Buyer: Individual designated by the County to conduct the Contract solicitation process, draft and negotiate contracts, resolve contractual issues and support the Project Manager during Contract performance.

Change Documentation: A written document agreed upon by Project Managers, which if it creates a material change to the Contract term or Scope of Work shall be executed as an Amendment.

Contract Amendment: A written change to the Contract modifying, deleting or adding to the terms or Scope of Work, signed by both parties, with or without notice to the sureties.

Contract or Contract Documents: The writings and drawings embodying the legally binding obligations between the County and the Contractor for completion of the Work under the Contract as set forth on Page 2 of this document.

Contractor: The individual, association, partnership, firm, company, corporation, or combination thereof, including joint ventures, contracting with the County for the performance of Services or Work under the Contract.

Cost Analysis: The review, evaluation and verification of cost data and the evaluation of the specific elements of costs and profit. Cost analysis is the application of judgment utilizing criteria to project from the data to the estimated costs in order to form an opinion on the degree to which proposed costs represent what the Contract should cost, assuming reasonable economy and efficiency.

Day: Calendar Day.

Documentation: Technical publications relating to the use of the Software or Services to be Provided by Contractor under this Contract, such as reference, user, installation, systems administration and technical guides, delivered by the Contractor to the County.

Enhancement: Technical or functional additions to the Software to improve Software Functionality and/or operations. Enhancements are delivered with new releases of the Software.

Error: An unanticipated Software problem resulting in program behavior not following the Software's logical design and/or Contractor's Documentation.

Final Acceptance: The point when King County acknowledges that the Contractor has performed the entire Work in accordance with the Contract.

Person: Includes individuals, associations, firms, companies, corporations, partnerships, and joint ventures.

Price Analysis: The process of examining and evaluating a price without evaluating its separate cost elements and proposed profit.

Project Manager: The individual designated by the County to manage the project on a daily basis and who may represent the County for Contract administration. This Contract may be part of a larger County project.

Provide: Furnish without additional charge.

RCW: The Revised Code of Washington.

Scope of Work or Statement of Work (SOW): A section of the Contract consisting of written descriptions of Services to be performed, or the goods to be provided or the technical requirements to be fulfilled under this Contract contained within Scope of Work Section.

Services: The furnishing of labor, time or effort by a Contractor, including Software Maintenance or Support, custom Software, or consulting but not involving the delivery of any specific manufactured goods.

Software: All or any portion of the then commercially available version(s) of the computer Software programs and Enhancements thereto, including source code, localized versions of the computer Software programs and Enhancements thereto, including source code and Documentation licensed and delivered by Contractor to the County.

Source Code: Means computer programs written in higher-level programming languages, sometimes accompanied by English language comments. Source Code is intelligible to trained programmers and may be translated to Object Code for operation on computer equipment through the process of compiling.

Subcontractor: The individual, association, partnership, firm, company, corporation, or joint venture entering into an agreement with the Contractor to perform any portion of the Work covered by this Contract.

Update: All published revisions to the Documentation and copies of the new release of the Software, which are not designated by Contractor as new products.

Upgrade: Subsequent releases of the Software and Documentation that generally have a new major version number, i.e. version 6.3 to version 7.0, not 6.3 to 6.4.

Virus: Software code that is intentionally and specifically constructed for the purpose of destroying, interrupting or otherwise adversely impacting other code or data in a computer, such as replicating itself or another program many times without any useful purpose.

Work: Everything to be provided and done for the fulfillment of the Contract and shall include all Software, Hardware and Services specified under this Contract, including Contract Changes and settlements.

SECTION 1 - STANDARD CONTRACTUAL TERMS AND CONDITIONS**1-1 Administration**

This Contract is between the County and the Contractor who shall be responsible for providing the Work described herein. The County is not party to defining the division of Work between the Contractor and its Subcontractors, if any, and the Scope of Work has not been written with this intent.

The Contractor represents that it has or shall obtain all personnel, materials and equipment required to perform Work hereunder. Such personnel shall not be current or former employees of the County without the written approval of the County. Any current or former County employee who is involved, or becomes involved, in the performance of the Contract shall be disclosed; and the County shall determine whether conflicts of interest or ethical violations exist under the circumstances.

The Contractor's performance under this Contract may be monitored and reviewed by a Project Manager appointed by the County. Reports and data required to be provided by the Contractor shall be delivered to the Project Manager. Questions by the Contractor regarding interpretation of the terms, provisions and requirements of this Contract shall be addressed to the Buyer or Project Manager for a response.

1-2 Contract Changes

No oral order or conduct by the County shall constitute a change to the Contract – neither an Administrative Change nor a Contract Amendment. Both parties shall agree to Contract changes in writing.

If any Contract change causes an increase or decrease in the cost of, or the time required for performance of any part of the Work under this Contract, an equitable adjustment in the Contract price, the project schedule, or both shall be made and the Contract and all related purchase orders(s) modified and agreed to in writing by both parties. Every Contract change may require a Cost/Price Analysis to determine the reasonableness of the proposed adjustments to Contract price or schedule. Contract changes do not require notice to sureties by County.

Ref: KC CON 7-8-1 (AEP).

1-3 Cost or Price Analysis

The County may require Cost or Price Analysis for the evaluation of Contract changes, terminations and revisions to Contract requirements or other circumstances as determined by the County.

1-4 Termination for Convenience/Default/Non-Appropriation**A. Termination for Convenience**

The County for its convenience may terminate this Contract, in whole or in part, at any time by written notice sent certified mail, return receipt requested, to the Contractor. After receipt of a Notice of Termination ("Notice"), and except as directed by the County, the Contractor shall immediately stop Work as directed in the Notice, and comply with all other requirements in the Notice. The Contractor shall be paid its costs, including necessary and reasonable Contract closeout costs and profit on that portion of the Work satisfactorily performed up to the date of termination as specified in the notice. The Contractor shall promptly submit its request for the termination payment, together with detailed supporting documentation. If the Contractor has any property in its possession belonging to the County, the Contractor shall account for the same and dispose of it in the manner the County directs. All termination payment

requests may be subject to Cost or Price Analysis to determine reasonableness and compliance with the Contract, applicable laws and regulations.

B. Termination for Default

If the Contractor does not deliver Work in accordance with the Contract, or the Contractor fails to perform in the manner called for in the Contract, or if the Contractor fails to comply with any material provisions of the Contract, the County may terminate this Contract, in whole or in part, for default as follows:

1. A "Notice to Cure" shall be served on the Contractor by certified mail (return receipt requested) or delivery service capable of providing a receipt. The Contractor shall have ten (10) Days to cure the default or provide the County with a detailed written plan, which indicates the time and methods needed to bring the Work into compliance and cure the default.
2. If the Contractor has not cured the default or the plan to cure the default is not acceptable to the County, the County may terminate the Contract. Termination shall occur by serving a Notice of Termination by certified mail (return receipt requested) or delivery service capable of providing a receipt on the Contractor setting forth the manner in which the Contractor is in default and the effective date of termination.
3. The Contractor shall only be paid for Work delivered and Accepted, or Work performed in accordance with the manner of performance set forth in the Contract less any damages to the County caused by or arising from such default. All termination payment requests are subject to Cost or Price Analysis to verify compliance with the Contract, applicable laws and regulations.
4. The termination of this Contract shall in no way relieve the Contractor from any of its obligations under this Contract nor limit the rights and remedies of the County hereunder in any manner.
5. King County may immediately terminate this Contract by written notice to the Contractor and may regard the Contractor as in default of this Contract if the Contractor becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, or becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign, or has wound up or liquidated, voluntarily or otherwise. In the event that any of the above events occurs, the Contractor shall immediately notify the County of its occurrence.

C. Termination for Non-Appropriation

If expected or actual funding is withdrawn, reduced or limited in any way prior to the termination date set forth in this Contract or in any amendment hereto, the County may, upon written notice to the Contractor, terminate this Contract in whole or in part.

In accordance with King County Code 4.04.040B.6, payment shall not exceed the appropriation for the year in which termination is effected. If the Contract is terminated for non-appropriation:

1. The County shall be liable only for payment in accordance with the terms of this Contract for Services rendered prior to the effective date of termination; and,

2. The Contractor shall be released from any obligation under this contract or a related Purchase Order to Provide further Work pursuant to the Contract as are affected by the termination.

Funding under this Contract beyond the current appropriation year is conditional upon the appropriation by the County Council of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, the Contract shall terminate at the close of the current appropriation year. The appropriation year ends on December 31 of each year.

1-5 Force Majeure

The term "force majeure" shall include, without limitation by the following enumeration: acts of nature, acts of civil or military authorities, terrorism, fire, accidents, shutdowns for purpose of emergency repairs, industrial, civil or public disturbances, causing the inability to perform the requirements of this Contract. If any party is rendered unable, wholly or in part, by a force majeure event or any other cause not within such party's control, to perform or comply with any obligation or condition of this Contract, upon giving notice and reasonably full particulars to the other party, such obligation or condition shall be suspended only for the time and to the extent commercially practicable to restore normal operations. In the event the Contractor ceases to be excused pursuant to this provision, then the County shall be entitled to exercise any remedies otherwise provided for in this Contract, including Termination for Default. Whenever a force majeure event causes the Contractor to allocate limited resources between or among the Contractor's customers, the County shall receive no less priority in respect to such allocation than any of the Contractor's other customers.

1-6 Washington State Sales Tax

The County shall make payment directly to the State for all applicable State sales taxes in case the Contractor is not registered for payment of sales taxes in the State of Washington. If the Contractor is so registered, it shall add the sales tax to each invoice and upon receipt of payment from the County, promptly remit appropriate amounts to the State of Washington.

1-7 Taxes, Licenses, and Certificate Requirements

This Contract and any of the Work Provided hereunder is contingent and expressly conditioned upon the ability of the Contractor to provide the specified goods or Services consistent with applicable federal, state or local laws and regulations. If, for any reason, the Contractor's required licenses or certificates are terminated, suspended, revoked or in any manner modified from their status at the time this Contract becomes effective, the Contractor shall notify the County immediately of such condition in writing.

The Contractor and Subcontractor(s) shall maintain and be liable for all taxes (except sales/use taxes), fees, licenses permits and costs as may be required by applicable federal, state or local laws and regulations as may be required to provide the Work under this Contract.

1-8 Assignment

Neither party shall assign any interest, obligation or benefit under or in this Contract or transfer any interest in the same, whether by assignment or novation, without prior written consent of the other party. If assignment is approved, this Contract shall be binding upon and inure to the benefit of the successors of the assigning party. This provision shall not prevent Contractor from pledging any proceeds from this Contract as security to a lender so long as King County Policy Fin10-1 (AP), paragraph 6.1.3 is followed. An assignment shall be accepted by either party upon the posting of all required bonds, securities and the like by the

assignee, and the written agreement by assignee to assume and be responsible for the obligations and liabilities of the Contract, known and unknown, and applicable law.

1-9 Indemnification and Hold Harmless

To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County, the Contractor shall indemnify and hold harmless the County, its officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incident to the goods and/or services Provided by or on behalf of the Contractor. In addition, the Contractor shall assume the defense of the County and its officers and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such goods and/or Services: shall pay all defense expenses, including reasonable attorney's fees, expert fees and costs incurred by the County on account of such litigation or claims. This indemnification obligation shall include, but is not limited to, all claims against the County by an employee or former employee of the Contractor or its Subcontractors, and the Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects the County only, under any industrial insurance act, including Title 51 RCW, other Worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. In the event that the County incurs any judgment, award and/or cost including attorney's fees arising from the provisions of this subsection, or to enforce the provisions of this subsection, any such judgment, award, fees, expenses and costs shall be recoverable from the Contractor. In the event of litigation between the parties to enforce the rights under this subsection, reasonable attorney fees shall be allowed to the substantially prevailing party.

A. Patent and Copyright Indemnity

The Contractor shall protect, indemnify, defend and save harmless the County from any and all claims or lawsuits alleging a violation of a third party's copyright or patent rights. So long as the County gives Contractor prompt notice of any infringement claim brought against the County regarding the Software and the County gives Contractor information, reasonable assistance, and sole authority to defend or settle any infringement claim, then, in the defense or settlement of an infringement claim, Contractor shall, in its reasonable judgment and at its option and expense: (i) obtain for the County the right to continue using the Software; (ii) replace or modify the Software so that it becomes noninfringing while giving equivalent performance; or (iii) if Contractor cannot obtain the remedies in (i) or (ii), the parties may proceed to a court of competent jurisdiction to determine the amount of fees that shall be returned to the County. Contractor shall have no liability to indemnify or defend the County to the extent the alleged infringement is based on: (i) a modification of the Software the County or others authorized by the County but not by the contractor; or (ii) use of the Software other than in accordance with the Documentation. If the County is required to defend itself or enter into a settlement agreement due to Contractor's failure to defend, Contractor shall indemnify the County for its costs and expenses as well as any judgment entered against the County.

B. Indemnification For All Other Actions

Contractor shall protect, defend, indemnify and save harmless the County, its officers, employees and agents from any and all costs, claims, judgments, and/or awards of damages for injuries to Persons and/or damage to tangible property, arising out of or in any way resulting from the acts or omissions of the Contractor its officers, employees and/or agents. Contractor's indemnification obligation shall include but is

not limited to, all claims against the County by an employee or former employee of the Contractor or its Subcontractors, and the Contractor expressly waives by mutual negotiation, with respect to the County only, all immunity and limitation on liability under any industrial insurance act, including Title 51 RCW, other worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. In the event the County incurs any costs including attorneys' fees to enforce the provisions of this subsection, all such costs and fees shall be recoverable from the Indemnitor.

C. **Limitation of Liability**

Except for the County's intentional and willful violations of Contractor's intellectual or proprietary rights, which can be attributed to the County management, and injuries to persons by either party, neither party shall be liable for any indirect, incidental, special or consequential damages, including but not limited to lost data or profits, however arising, even if it has been advised of the possibility of such damages. Excluding damages incurred under the paragraphs A and B, either party's liability for damages to the other under this Contract shall be limited to (___ X times) the value of the contract or one million dollars whichever is greater. The parties agree to the allocation of liability of risk set forth in this subsection.

1-10 Applicable Law and Forum

Except as hereinafter specifically provided, this Contract shall be governed by and construed according to the laws of the State of Washington, including, but not limited to, the Uniform Commercial Code, Title 62A RCW. Any claim or suit concerning this Contract may only be filed in either the King County Superior Court or U.S. District for the Western District of Washington, in Seattle.

1-11 Conflicts of Interest and Non-Competitive Practices

A. **Conflict of Interest**

By entering into this Contract to perform Work, the Contractor represents that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any interest that conflicts in any manner or degree with the Work required to be performed under this Contract. The Contractor shall not employ any Person or agent having any conflict of interest. In the event that the Contractor or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such conflict to the County. The County shall require that the Contractor take immediate action to eliminate the conflict up to and including termination for default.

B. **Contingent Fees and Gratuities**

By entering into this Contract to perform Work, the Contractor represents that:

1. No Persons except as designated by Contractor shall be employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid.
2. No gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any of its agents, employees or representatives, to any official, member or employee of the County or other governmental agency with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Contract.

3. Any Person having an existing contract with the County or seeking to obtain a contract who willfully attempts to secure preferential treatment in his or her dealings with the County by offering any valuable consideration, thing or promise, in any form to any County official or employee shall have his or her current contracts with the County canceled and shall not be able to bid on any other County contracts for a period of two (2) years.

C. Disclosure of Current and Former County Employees

To avoid any actual or potential conflict of interest or unethical conduct:

1. County employees or former County employees are prohibited from assisting with the preparation of proposals or contracting with, influencing, advocating, advising or consulting with a third party, including Contractor, while employed by the County or within one (1) year after leaving County employment if he/she participated in determining the Work to be done or processes to be followed while a County employee.
2. Contractor shall identify at the time of offer current or former County employees involved in the preparation of proposals or the anticipated performance of Work if awarded the Contract. Failure to identify current or former County employees involved in this transaction may result in the County's denying or terminating this Contract.
3. After Contract award, the Contractor is responsible for notifying the County's Project Manager of current or former County employees who may become involved in the Contract any time during the term of the Contract.

Ref: K.C.C. 3.04.015, 3.04.20, 3.04.30, 3.04.035, 3.04.060.

1-12 Disputes, Claims and Appeals

The Contractor shall address questions or claims regarding the Contract in writing to the Buyer and Project Manager, within ten (10) Days of the date in which the Contractor knows or should know of the question or claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. No claim shall be allowed for any costs incurred more than ten (10) Days before the Contractor gives written notice, as required in this section. The Buyer and Project Manager shall ordinarily respond to the Contractor in writing with a decision, but absent such written response, the question or claim shall be deemed denied upon the tenth (10th) Day following receipt by the Buyer and Project Manager.

In the event the Contractor disagrees with the determination of the Buyer and Project Manager, the Contractor shall, within five (5) Days of the date of such determination, appeal the determination in writing to the Procurement and Contract Services Section Manager. Such written notice of appeal shall include all information necessary to substantiate the appeal. The Procurement and Contract Services Section Manager shall review the appeal and make a determination in writing, which shall be final.

Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the direction of the Buyer or Project Manager. Failure to comply precisely with the time deadlines under this subsection as to any claim shall operate as a waiver and release of that claim and an acknowledgment of prejudice to the County.

1-13 Mediation and Arbitration

Nothing in this subsection precludes any party from seeking relief at any time from King County Superior Court or the U.S. District Court for the Western District of Washington, in Seattle. If a dispute arises out of or relates to this Contract, or the breach thereof, and if said dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation. Thereafter, any unresolved controversy or claim arising out of or relating to this Contract, or breach thereof, may be resolved by arbitration, and judgment upon the award rendered by the arbitrator may be entered in either King County Superior Court or the U.S. District Court for the Western District of Washington, in Seattle.

1-14 Retention of Records, Audit Access and Proof of Compliance with Contract**A. Retention of Records**

The Contractor and its Subcontractors shall maintain books, records and documents of its performance under this Contract in accordance with generally accepted accounting principles. The Contractor shall retain for six (6) years after the date of final payment under the Contract all financial information, data and records for all Work.

B. Audit Access

1. Federal, state or County auditors shall have access to Contractor's and its Subcontractors' records for the purpose of inspection, Cost or Price Analysis, audit or other reasonable purposes related to this Contract. Federal, state or County auditors shall have access to records and be able to copy such records during the Contractor's normal business hours. The Contractor shall Provide proper facilities for such access, inspection and copying.
2. Audits may be conducted during or after the Contract period for purposes of evaluating claims by or payments to the Contractor and for any other reason deemed appropriate and necessary by the County. Audits shall be conducted in accordance with generally accepted auditing principles and/or federal, state or County audit procedures, laws or regulations. The Contractor shall fully cooperate with the auditor(s).
3. If an audit is commenced more than sixty (60) Days after the date of final payment for Contract Work, the County shall give reasonable notice to the Contractor of the date on which the audit shall begin.

C. Proof of Compliance with Contract

The Contractor shall, upon request, provide the County with satisfactory documentation of the Contractor's compliance with the Contract.

In addition, the Contractor shall permit the County, and if federally funded, the FTA and the Comptroller General of the United States, or a duly authorized representative, to inspect all Work, materials, payrolls and other data and records involving the Contract.

Ref: KCC 2.20.035, 2.20.040, 2.20.050, RCW 43.09.050, 43.88, 42.40.020, 42.40.040, 42.160.

1-15 Other Public Agency Orders

Other federal, state, county and local entities may utilize the terms and conditions established by this Contract. The County does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.

1-16 Recycled Products Policy

The County promotes the purchase and utilization of recycled material and products where available. Recycled material means material and byproducts, which have been recovered or diverted from solid waste disposal for the purpose of recycling. It does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process. In the event of similar pricing, availability and other factors affecting the solicitation, preference may be given to products containing recycled material.

Ref: KCC 10.14 and CON 7-1-2 (AEP).

1-17 Nondiscrimination and Equal Employment Opportunity**A. Nondiscrimination in Employment and Provision of Services**

During the performance of this Contract, neither the Contractor nor any party subcontracting under the authority of this Contract shall discriminate nor tolerate harassment on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or the presence of any sensory, mental, or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under this Contract. King County Code Chapter 12.16 is incorporated herein by reference, and such requirements shall apply to this Contract.

B. Nondiscrimination in Subcontracting Practices

During the solicitation, award and term of this Contract, the Contractor shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with Subcontractors and suppliers, the Contractor shall not discriminate against any person on the basis of race, color, creed, religion, sex, age, nationality, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.

Ref: KCC 12.16.020.

C. Compliance with Laws and Regulations

The Contractor shall comply fully with all applicable federal, state, and local laws, ordinances, executive orders, and regulations that prohibit discrimination.

Unfair Employment Practices. King County Code Chapter 12.18 is incorporated by reference as if fully set forth herein and such requirements apply to this Contract.

D. Record-keeping Requirements and Site Visits

The County may, at any time, visit the project site, Contractor's and Subcontractors' offices to review records related to the solicitation, utilization, and payment to Subcontractors and suppliers in compliance with Executive Order 11246 as amended by Executive Order 11375. This provision includes compliance with any other requirements of this section. The Contractor shall provide all reasonable assistance

requested by King County during such visits. The Contractor shall maintain, for six (6) years after completion of all work under this Contract, the following:

1. Records, including written quotes, bids, estimates or proposals submitted to the Contractor by all businesses seeking to participate on this Contract, and any other information necessary to document the actual use of and payment to Subcontractors and suppliers in this Contract.
2. The Contractor shall make the foregoing records available to the County for inspection and copying upon request. Any violation of the mandatory requirements of the provisions of this subsection shall be a material breach of contract, which may result in termination of this Contract or such other remedy as the County deems appropriate, including but not limited to damages or withholding payment.

E. **Discrimination In Contracting**

King County Code Chapter 12.17 is incorporated by reference as if fully set forth herein and such requirements apply to this Contract. During the performance of this Contract, neither Contractor nor any party subcontracting under the authority of this Contract shall discriminate or engage in unfair contracting practices prohibited by KCC 12.17.

F. **Compliance with Section 504 of the Rehabilitation Act of 1973**

For all contracts providing consulting, maintenance, training or other services, the Contractor shall complete a Disability Self-Evaluation Questionnaire, Attachment N. The 504/ADA Disability Assurance of Compliance will cover all programs and services offered (including any services not subject to this Contract) for compliance with Section 504 of the Rehabilitation Act of 1973, as amended ("504"), and the Americans with Disabilities Act of 1990 ("ADA"). The Contractor shall complete a 504/ADA Disability Assurance of Compliance within ten (10) Days after receiving written notice of selection. The Contractor shall retain a copy of the completed 504/ADA and submit to the Buyer the original final two (2) signed pages titled "504/ADA Disability Assurance of Compliance", which will be attached to the Contract.

Ref: KCC 12.16.060 D.

1-18 Disadvantaged Business Enterprise (DBE) Participation

- A. Nondiscrimination 49 CFR part 26. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR, part 26 in the award and administration of United States Department of Transportation assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as the County deems appropriate.

- B. DBE Program. The County has determined that no DBE goal shall be established for this Contract. However, the County requires that the Contractor report any actual DBE participation on this Contract to enable the County to accurately monitor DBE program compliance.

Ref: KCC 28.20.

- C. Efforts to Increase DBE Participation. Even though this Contract has no DBE goal, the County still encourages Contractors to pursue opportunities for DBE participation. To that end, Contractors are encouraged to:

1. Advertise opportunities for Subcontractors and suppliers in a manner reasonably designed to provide DBEs capable of performing the work with timely notice of such opportunities. All advertisements should include a provision encouraging participation by DBE firms and may be done through general advertisements (e.g., newspapers, journals, etc.) or by soliciting proposals directly from DBEs.
 2. Utilize the services of available minority community organizations, minority consultant groups, local minority assistance offices and organizations that provide assistance in the recruitment and placement of DBEs and other small businesses.
 3. Establish delivery schedules, where requirements of the contract allow and encourage participation by DBEs and other small businesses.
 4. Achieve DBE attainment through joint ventures.
- D. DBE Listing. A current list of DBE firms accepted as certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE) is available from that office at (360) 753-9693 or at www.omwbe.wa.gov. For purposes of this Contract, a DBE firm shall be certified by OMWBE as of the date and time of bid submittal.
- E. Procedure Applicable when DBEs Are Utilized. Concurrent with the use of any DBE Subcontractor or supplier the Contractor shall provide notice of such use in writing to the King County Business Development and Contract Compliance Section (BDCC). Upon receipt of said notice, BDCC shall provide the Contractor with the applicable procedures for counting DBE participation. Assistance with this section is available from BDCC at (206) 205-0700. Notice referenced herein should be delivered to the following address:
- King County
Office of Business Relations and Economic Development
M.S. KCC-EX-0402
516 3rd Avenue, Room 550
Seattle, WA 98104-3271
Phone: 206-205-0700
Fax: 206-296-0194

1-19 Severability

Whenever possible, each provision of this Contract shall be interpreted to be effective and valid under applicable law. If any provision is found to be invalid, illegal or unenforceable, then such provision or portion thereof shall be modified to the extent necessary to render it legal, valid and enforceable and have the intent and economic effect as close as possible to the invalid, illegal and unenforceable provision.

1-20 Nonwaiver of Breach

No action or failure to act by the County shall constitute a waiver of any right or duty afforded to the County under the Contract; nor shall any such action or failure to act by the County constitute an approval of, or acquiescence in, any breach hereunder, except as may be specifically stated by the County in writing.

1-21 Non-Discrimination in Benefits to employees with Domestic Partners

King County's Equal Benefits (EB) Ordinance 14823 states that to be eligible for award of contracts at a cost of \$25,000.00 or more, firms must not discriminate in the provisions of employee benefits between employees with spouses, and employees with domestic partners. The Contractor shall be required to complete a Worksheet and Declaration form. Compliance

with Ordinance 14823 is a mandatory condition for execution of a contract. The EB Compliance forms, and Ordinance 14823 are available online at:

www.metrokc.gov/finance/procurement/forms.asp.

1-22 Labor Harmony

The Contractor shall furnish, and shall require any and all of its Subcontractors to furnish labor that works in harmony with all other elements of labor providing in any way goods or Services relating to this Contract. Without limiting the generality of the foregoing, "labor harmony" shall include the provision of labor that will not cause, cause to be threatened, engage in, or give rise to, either directly or indirectly, any disruption, slowdowns, or stoppages to the work being performed pursuant to this Contract, or any violence or harm to any persons or property.

The requirement to provide labor harmony as contained above is a material element of the Contract. Failure by the Contractor, or any of its Subcontractors, to comply with this requirement shall be deemed a material breach of the Contract and shall subject the Contractor to all rights and remedies the County may have at law or under the Contract, including, without limitation, the County's right to stop the work and/or terminate the Contract. The Contractor shall be liable for all damages occasioned by a breach of this Labor Harmony Clause.

SECTION 2 - SPECIFIC CONTRACTUAL TERMS AND CONDITIONS

2-1 Execution of the Contract

The documents constituting the Contract between the County and the Contractor are intended to be complementary so that what is required by any one of them shall be as binding as if called for by all of them. In the event of any conflicting provisions or requirements within the several parts of the Contract documents, they shall take precedence as listed on the Contract, page 2. The date the Contract is countersigned by the County is the Contract effective date. No other act of the County shall constitute Contract award. After Contract award, the County shall issue Purchase Orders detailing the Work to be performed.

The Contract may be executed in counterparts, any of which shall be deemed an original and which shall together constitute one Contract.

2-2 Contract Term

Based on final deliverables, the anticipated term for this Contract shall be approximately two years, commencing on the effective date of the Contract and subject to the termination provisions at subsection 1-4, Termination for Convenience/Default/Non-Appropriation. The County, at its sole option, may elect to extend the contract in 1 year increments for a total contract period of 6 years. The Warranty Period begins at Final Acceptance for a period of twelve (12) months. Upon the completion of the Warranty Period, the Maintenance Agreement runs from year to year unless terminated as described in this Contract. The maximum term for this Contract, consisting of the base period plus extensions, is five (5) years unless extended by written agreement signed by all parties.

2-3 Notices

All notices or Documentation required or provided pursuant to this Contract shall be in writing and shall be deemed duly given when delivered to the addresses first set forth below.

For Project Management related notices or Documentation:

KING COUNTY	CONTRACTOR
Project Manager -	
Seattle, WA	
206-	
xxxxxx@metrokc.gov	

For Contract related notices or Documentation contact:

King County Procurement and Contract Services Section	
M.S. EXC-FI-0871	
Exchange Building, 8 th Floor	
821 Second Ave.	
Seattle, WA 98104-1598	
Buyer -	
(206) 684-	
xxxxxx@metrokc.gov	

2-4 **Payment Procedures**

A. Invoices

The Contractor for Work Accepted by the County shall furnish invoices to:

King County Accounts Payable
M/S EXC-ES-0875
Exchange Building, 8th floor
821 Second Avenue
Seattle, WA 98104-1598

Important – When a purchase order is issued against this Contract that has the potential for multiple or partial deliveries, a separate invoice shall be generated for each completed delivery Accepted by the County. All invoices shall include the following information: purchase order number, requester's name and phone number, date of invoice, invoice number and invoice total. For each item in the Contract, provide: item number, quantity, description, contract price and when applicable provide the manufacture, list price and discounts. For Services, invoices need to identify either milestones Accepted, hours worked and Contract hourly rates, or authorized fees.

The County will not be bound by prices contained in an invoice that are higher than those in the currently approved price list or this Contract. If prior acceptance of the higher price has not been done by the County, the invoice may be rejected and returned to the Contractor for a correct invoice.

FAILURE TO COMPLY WITH THESE REQUIREMENTS OR TO PROVIDE AN INVOICE IN CONFORMANCE WITH THE CONTRACT MAY DELAY PAYMENT.

B. Payments

Within thirty (30) Days after receipt of an invoice, the County shall pay the Contractor for Accepted Work, upon acceptance of payment Contractor waives any claims for the Work covered by the Invoice.

If the Contractor is registered with the State of Washington it shall add all applicable State sales or use taxes to each invoice and upon receipt of the payment promptly remit appropriate amounts to the State of Washington, or the County will make payment directly to the State.

C. Subcontractor Prompt Payment

The Contractor agrees to pay each Subcontractor under this Contract for satisfactory performance of its Subcontract no later than ten (10) Days from the receipt of each payment the Contractor receives from the County.

2-5 Advance Payment Prohibited

No advance payment shall be made for the Work furnished by Contractor pursuant to this Contract.

Ref: Article VIII, § 7 of the Washington State Constitution.

2-6 Purchase Orders

As appropriate, individual Purchase orders may be issued referencing this Contract number. Purchase order(s) shall define and authorize the Work by the Contractor based on the prices contained in Attachment B. The purchase orders issued by the County may reflect agreed to modification(s) of Contract terms, funding or other matters subject to subsection 1-2, Contract Changes.

2-7 Pricing

Prices shall remain firm for the duration of the first Contract period. Price changes based on market conditions and price/cost analysis may be requested after the first Contract period, and will be allowed only at the County's option. The Contractor shall supply documentation satisfactory to County such as documented changes to the Producers Price Index (PPI), the Consumer Price Index (CPI) or a manufacturer's published notification of price change(s). Requests for any price change are to be made in writing to the Buyer in the Procurement Services Division office. Any price change shall be mutually agreed upon and shall take effect at the time of the Contract extension and remain throughout the extension period. The parties hereto recognize that such changes could be increases or decreases in the prices; both parties are entitled to benefit from such price changes.

2-8 Catalog Pricing (if applicable)

If required, Prices shall be as identified in the catalog contained or referenced in Attachment B, Price, with the discounts offered.

When a new catalog is issued, the County shall determine the acceptability of the new catalog pricing. Acceptance by the County will be by incorporation of the new prices with the original discount structure in future orders. If the County does not accept the new catalog prices, the County may resolicit the requirement or purchase the items through any other means available.

2-9 Shipping Charges

All prices shall include freight FOB to the designated delivery point. The County shall reject requests for additional compensation for freight charges.

2-10 Cost Mark-Up on Changed Work

Contractors shall not mark up Subcontractor costs and other direct costs. The cost for Subcontractor management shall be segregated into a single cost item and included as a separate task in Attachment B, Price.

Ref: KC CON 7-7-1 6.2.1.g.

2-11 Direct Costs Related to Changed Work

Direct costs for additional Work shall be billed at cost without markup.

Reimbursement of Contractor travel, lodging and meal expenses are limited to the eligible costs based on the rates and criteria established in King County Code, chapter 3.24.

- A. The mileage rate allowed by King County shall not exceed the current Internal Revenue Services (IRS) rates per mile as allowed for business related travel. The IRS mileage rate shall be paid for the operation, maintenance and depreciation of individually owned vehicles for that time which the vehicle is used during Work hours. Parking shall be the actual cost. When rental vehicles are authorized, government rates shall be requested. If a Person does not request government rates, he/she maybe Personally responsible for the difference. Please reference the IRS web site for current rates. <http://www.irs.gov/>.
- B. Reimbursement for meals shall be limited to the per diem rates established by federal travel requisitions for the host city in the Code of Federal Regulations, 41 CFR § 301, App.A.
- C. Accommodation rates shall not exceed the federal lodging limit plus host city taxes. The Contractor shall always request government rates.
- D. The direct costs contained in A, B and C above shall only be authorized by the County Project Manager for Contractor staff living beyond commuting distance, normally considered to be for the travel beyond 100 miles of 821 Second Avenue, Seattle, WA.
- E. Air travel shall be by coach class at the lowest price available at the time the County Project Manager requests a particular trip. In general, a trip is associated with a particular Work activity of limited duration and only one round-trip ticket, per person, shall be billed per trip.
- F. Cost for equipment, materials and supplies, such as approved equipment rental; telephone, telegraph and cable expenses; reproduction costs including blueprinting, photographing, telecopying, mimeographing, photocopying and printing; express charges; commercial printing, binding, art Work and models; and, computer programming and data entry costs shall be billed without markup.
- G. Authorized subcontract Services; Provided that the limitations set forth in the above paragraphs shall be applicable to such subcontract Services.
- H. Other direct costs, not listed above, may be billed if the County has given prior approval.
- I. Receipts required for purchases \$10 and over, not including meals.

2-12 Acceptance Process

The County may give iterative acceptances as the Work is accomplished either by phase or milestone. The Contractor will give the County "notice of completion" of Work related to a specific milestone following the Contractor's completion of all such Work in accordance with the payment schedule and delivery requirements in the Contract.

- A. Acceptance Process. Upon completion of the milestone deliverables, the Contractor will notify the County and the Acceptance process will commence. Acceptance shall be based on conformance with the milestone guidelines. After notice by Contractor of completion of the milestone, County will issue a written notice of milestone Acceptance or provide Contractor with a notification of rejection, which will include documentation of the specific grounds for the rejection, outlining items not in compliance with the deliverable guidelines.
- B. Correction of Deficiencies Process. If a deliverable is rejected, Contractor will have a commercially practicable time to correct items documented in the County's notification of rejection. Following the delivery of Contractors' notice that the Work has been corrected, the County will issue a written notice of Acceptance or provide Contractor with a notification of rejection, which will include documentation of the specific grounds for the rejection, outlining Work not in compliance with the milestone. The project schedule will be adjusted accordingly in the event that a dispute regarding the method or accuracy of the correction causes a delay. If the deliverable(s) fails to comply with the milestone after Contractor's second attempt to correct the Work and no clear plan can be agreed upon between the County Project Manager and the Contractor's Project Manager, the County will determine the appropriate corrective actions.

2-13 Final Acceptance Process

The County shall begin the Final Acceptance process in accordance with the Contract as follows:

- A. The parties shall agree on the start date for the Acceptance test.
- B. The Acceptance Test shall include thirty (30) Days of continuous operation of the Work without material defect in accordance with the Contract in the County's fully implemented production environment.
- C. If the County Accepts the Work, the County will send a notice of Final Acceptance to the Contractor.
- D. If County determines that the Work is not Acceptable, the County shall notify the Contractor in writing, describing the deficiencies.
- E. The Contractor shall either provide a detailed, written plan to achieve Final Acceptance or to make corrections or replacements within a mutually agreed upon time period with no charge to the County. The parties shall mutually agree on a start date for beginning another Acceptance test.
- F. Another thirty (30) Day successful operation period shall follow any corrections or replacements to the Work. Two (2) or more thirty (30) Day operation Acceptance test periods can occur if mutually agreed to by the parties.
- G. If the County Accepts the Work following a second or subsequent Acceptance test the County will send a notice of Final Acceptance to the Contractor.

- H. If the Contractor does not correct or replace the unacceptable Work the County may declare a breach of contract.

2-14 Warranty Provisions

- A. No Waiver of Warranties and Contract Rights. Conducting of tests and inspections, review of Scope of Work or plans, payment for a Work, or Acceptance or Final Acceptance of the Work by the County shall not constitute a waiver of any rights under this Contract or in law. The termination of this Contract shall in no way relieve the Contractor from its warranty/guarantee responsibility.
- B. Warranty Term. The Contractor warrants that the Work performed under this Contract shall be free from defects in material and workmanship, and shall conform all requirements of this Contract, for a period of twelve (12) months from date of Final Acceptance of such Work by the County. Any Work corrected shall be subject to this subsection to the same extent as the Work initially provided.
- C. Warranty Applicable to Third Party Suppliers, Vendors, Distributors and Subcontractors. The Contractor shall ensure that the warranty requirements of this Contract are enforceable through and against the Contractor's suppliers, vendors, distributors and Subcontractors. The Contractor is responsible for liability and expense caused by any inconsistencies or differences between the warranties extended to the County by the Contractor and those extended to the Contractor by its suppliers, vendors, distributors and Subcontractors. Such inconsistency or difference shall not excuse the Contractor's full compliance with its obligations under this Contract. The Contractor shall cooperate with the County in facilitating warranty related Work by such suppliers, vendors, distributors and Subcontractors.

2-15 Express Warranties for Services

- A. Contractor warrants that the Services shall in all material respects conform to the requirements of this Contract.
- B. Contractor warrants that qualified professional personnel with in-depth knowledge shall perform the Services in a timely and professional manner; and that the Services shall conform to the standards generally observed in the industry for similar Services.
- C. Contractor warrants that the Services shall be in compliance with all applicable laws, rules and regulations.
- D. Contractor warrants that the performance of the Services and any Software Provided is free from intentional Viruses, disabling code or other intentional programming defects. Prohibited intentional programming defects include, but are not limited to, features such as "backdoor shutdown mechanisms", "time bombs", "automatic unauthorized connection to outside systems", programming that responds to or Provides information to outside systems' "pinging", and features that can "retire", "shut down", "cripple" or "stop" the Software. Contractor further warrants that neither the Software alone or through contact with the Contractor is capable of electronic self-help that may deprive the County of the use of the licensed Software.

THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

2-16 Express Warranties for Software (as applicable)

- A. Contractor warrants that on the date of Final Acceptance, the Software provided hereunder shall be free from significant programming Errors and when used in accordance with user manuals shall operate and conform to the Scope of Work, performance capabilities, functions and other descriptions and standards as identified in this Contract and all supplemental information Provided by Contractor.
- B. Contractor warrants that it has full power and authority to license or sublicense the Software to the County without the consent of any other Person.
- C. Contractor warrants that the performance of the Services related to the Software and the licensed use of the Software by County as permitted by this Contract, including copying, shall not in any way constitute an infringement or other violation of any copyright, trade secret, trademark, patent, invention, proprietary information, nondisclosure or other right of any third party.
- D. Contractor warrants that the Software, the License to the County to use the Software, instructions for use of the Software and the performance by Contractor of the Services, shall be in compliance with all applicable laws, rules and regulations.
- E. Contractor warrants the tapes, CD's, DVD's or other media delivered to the County to be free of defects in materials and workmanship under normal use for sixty (60) Days from the date of receipt by the County.
- F. Contractor warrants that the Software provided is free from intentional Viruses, disabling code or other intentional programming defects. Prohibited intentional programming defects include, but are not limited to, features such as "backdoor shutdown mechanisms", "time bombs", "automatic unauthorized connection to outside systems", programming that responds to or Provides information to outside systems' "pinging", and features that can "retire", "shut down", "cripple" or "stop" the Software. Contractor further warrants that neither the Software alone or through Contract with the Contractor is capable of electronic self-help that may deprive the County of the use of the licensed Software.
- G. Contractor warrants that future maintenance or Software releases shall not degrade the Software, cause a breach of any other warranty or require the County to purchase new or additional hardware or Software for continued operation of the Software.
- H. The Contractor warrants functionality as described in the Scope of Work and represents that the configuration identified in the Contract has been specifically selected and designed for the County as being an operationally efficient integration of hardware, Software and Services.
- I. Contractor shall be responsible for providing and implementing a Software system that is successfully integrated into the existing system environment of the County and meets the functional requirements as specified in this Contract.

THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

2-17 Warranty Remedies

- A. If at any time during the twelve (12) month period immediately following Final Acceptance of any Work covered by this Contract, Contractor or the County discovers one or more material defects or Errors in the Work or any other aspect in which the

Work materially fails to meet the provisions of the warranty requirements herein Contractor shall, at its own expense and within thirty (30) Days of notification of the defect by the County, correct the defect, Error or nonconformity by, among other things, making additions, modifications or adjustments to the Software as may be necessary to keep the Software in operating order in conformity with the warranties herein. Any Work corrected shall be subject to this subsection to the same extent as the Work initially provided.

- B. During the sixty (60) Day media warranty period, the County may return defective media to Contractor and it shall be replaced without charge to the County.
- C. In order to qualify for remedial action under these warranties, the County shall report a warranty failure to the Contractor in writing within thirteen (13) months from the date of Final Acceptance. The Contractor shall not be responsible for remedial action under this warranty to the extent the failure to meet the warranty is caused by modification to the product(s) by the County or anyone other than the Contractor or its Subcontractors, unless under Contractor's or its Subcontractor's direction.
- D. The County shall give written notice of any defect to the Contractor. If the Contractor has not corrected defect with thirty (30) Days after receiving the written notice, the County, in its sole discretion, may correct the defect itself. In the case of an emergency where the County believes delay could cause serious injury, loss or damage, the County may waive the written notice and correct the defect. In either case, the County shall charge-back the cost for such warranty repair to the Contractor.
- E. The Contractor is responsible for all costs of repair or replacement in order to restore the Work to the applicable Contract requirements or Scope of Work, including shipping charges, for Work found defective within the warranty period, regardless of who actually corrects the defect.

2-18 Defective Work

Prior to Final Acceptance, when and as often as the County determines that the Work, furnished under the Contract is not fully and completely in accordance with any requirement of the Contract, it may give notice and description of such non-compliance to the Contractor. Within seven (7) Days of receiving such written notification, the Contractor shall supply the County with a detailed, written plan which indicates the time and methods needed to bring the Work in compliance with the Contract. The County may reject or accept this plan at its discretion. If the County rejects the plan the Contractor may be determined to be in material default of the Contract. This procedure to remedy defects is not intended to limit or preclude any other remedies available to the County by law, including those available under the Uniform Commercial Code, Title 62A RCW.

2-19 Equipment and Software Warranty Process

During the warranty period, equipment and Software support shall be as described in the Maintenance Agreement, Attachment K.

2-20 Equipment and Software Maintenance

After the warranty period, equipment and Software Maintenance support shall be as described in the Maintenance Agreement, Attachment K.

2-21 Independent Status of Contractor

In the performance of this Contract, the parties shall be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint ventures, or

associates of one another. The parties intend that an independent contractor relationship shall be created by this Contract. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Contractor shall not make any claim of right, privilege or benefit, which would accrue, to an employee under chapter 41.06 RCW or Title 51 RCW.

2-22 Nondisclosure of Data

Data provided by the County either before or after Contract award shall only be used for its intended purpose. Contractors and Subcontractors shall not utilize nor distribute the County data in any form without the express written approval of the County.

2-23 Non-Disclosure Obligation

While performing the Work under this Contract, the Contractor may encounter personal information, licensed technology, Software, Documentation, drawings, schematics, manuals, data and other materials described as "Confidential", "Proprietary" or "Business Secret". The Contractor shall not disclose or publish the information and material received or used in performance of this Contract. This obligation is perpetual. The Contract imposes no obligation upon the Contractor with respect to confidential information which the Contractor can establish that: a) was in the possession of, or was rightfully known by the Contractor without an obligation to maintain its confidentiality prior to receipt from the County or a third party; b) is or becomes generally known to the public without violation of this Contract; c) is obtained by the Contractor in good faith from a third party having the right to disclose it without an obligation of confidentiality; or, d) is independently developed by the Contractor without the participation of individuals who have had access to the County's or the third party's confidential information. If the Contractor is required by law to disclose confidential information the Contractor shall notify the County of such requirement prior to disclosure.

2-24 Public Disclosure Requests

Contracts shall be considered public documents and, with exceptions provided under public disclosure laws, shall be available for inspection and copying by the public.

Ref: RCW 42.17.

If a Contractor considers any portion of the Work, including Software, data and related materials, delivered to the County to be protected under the law, the Contractor shall clearly identify such items with words such as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." If a request is made for disclosure of such item, the County shall determine whether the material should be made available under the law. If the material or parts thereof are determined by the County to be exempt from public disclosure, the County shall not release the exempted documents. If the material is not exempt from public disclosure law, the County shall notify the Contractor of the request and allow the Contractor ten (10) Days to take whatever action it deems necessary to protect its interests. If the Contractor fails or neglects to take such action within said period, the County shall release the item deemed subject to disclosure. By signing this Contract, the Contractor assents to the procedure outlined in this subsection and shall have no claim against the County on account of actions taken under such procedure.

2-25 Board of Ethics Disclosure Requirement

Pursuant to King County Code 3.04.120, the consultant shall file a Consultant Disclosure Form with the Board of Ethics and the King County Executive, attached hereto as Attachment M.

2-26 Pricing of Spare Parts (if applicable)

The County shall have the right to conduct a Cost or Price Analysis on specific spare parts if pricing appears to be in excess of standard industry pricing for similar parts. Any differences shall be subject to negotiations to the satisfaction of the County. The County is not required to purchase spare parts under this Contract if it can purchase the same item(s) from another source under terms that are more advantageous to the County.

2-27 Product Return (if applicable)

The County reserves the right to return to the Contractor, those parts and supplies determined to be surplus and no longer required by the County. Parts and supplies eligible for return to the Contractor shall have been purchased for inventory or as spares, be unused, and in the same general condition as when received. The County shall advise the Contractor in writing of its intention to return any parts and supplies before the Contract closes.

The Contractor shall only be authorized a restocking fee if agreed to at the time of Contract execution and as described in Attachment B, Price, for the return of parts and supplies. The Contractor shall, at the County's option, issue a credit for the dollar value of the merchandise returned or refund that dollar amount (less any restocking fee) to the County.

This subsection does not apply to any merchandise made to order for the County.

2-28 No Prototype Components (if applicable)

All hardware, Software and Work, shall be in production and be used by customers comparable to the County at the time of the Contract effective date. Test or prototype items shall be clearly identified as such. A sufficient inventory of the Work shall be available to meet delivery requirements.

2-29 Hazardous Chemical Communication

In order to comply with WAC 296-62-054 and WAC 296-839, Hazard Communication, the Contractor shall prepare, a Material Safety Data Sheet (MSDS) for all products containing any toxic products that may be harmful to the end user. The MSDS Sheet is to accompany the toxic product(s) to the specified delivery sites.

Include the following information in the MSDS:

- A. Chemical Abstract Service (CAS) numbers for every chemical that is listed in the MSDS.
- B. If the product is actually used diluted, the dilution rate should be so stated in the MSDS and the hazards and corresponding Personal protection, etc. also be listed.
- C. SARA Title 3 chemicals shall be listed with the percentage by weight of the total product.
- D. A statement as to the intended use of the product.

2-30 Industrial and Hazardous Waste

The Contractor shall comply with all applicable local ordinances, state and federal statutes, and supporting rules and regulations governing the discharge of industrial waste to a public sewer, private sewer, or side sewer tributary to the metropolitan sewerage system.

Contractor shall handle and dispose of all hazardous wastes in compliance with all applicable local, state and federal laws and regulations, including the Resource Conservation and Recovery Act, the Washington Hazardous Waste Management Act, and applicable rules and

regulations of the Environmental Protection Agency and the Department of Ecology governing the generation, storage, treatment, transportation or disposal of hazardous wastes.

2-31 Patents and Royalties

The Contractor is responsible for paying all license fees, royalties or the costs of defending claims for the infringement of any intellectual property that may be used in performing this Contract. Before final payment is made on this Contract, the Contractor shall, if requested by the County, furnish acceptable proof of a proper release from all such fees or claims.

2-32 Changed Requirements

New federal, state and county laws, regulations, ordinances, policies and administrative practices may be established after the date this Contract is established and may apply to this Contract. To achieve compliance with changing requirements, the Contractor agrees to accept all changed requirements that apply to this Contract and require Subcontractors to comply with revised requirements as well. Changed requirements shall be implemented through subsection 1-2, Contract Changes.

2-33 Patents, Copyrights and Rights in Data

Any patentable result or materials suitable for copyright arising out of this Contract shall be owned and retained by the County. The County in its sole discretion shall determine whether it is in the public's interest to release or make available any patent or copyright.

The Contractor agrees that the ownership of any plans, drawing, designs, Scope of Work, computer programs, technical reports, operating manuals, calculations, notes and other Work submitted or which is specified to be delivered under this Contract, whether or not complete (referred to in this subsection as "Subject Data") shall be vested in the County.

All such Subject Data furnished by the Contractor pursuant to this Contract, other than documents exclusively for internal use by the County, shall carry such notations on the front cover or a title page, (or in such case of maps, in the name block), as may be requested by the County. The Contractor shall also place its endorsement on all Contractor-furnished Subject Data. All such identification details shall be subject to approval by the County prior to printing.

The Contractor shall ensure that the substance of foregoing subsections is included in each subcontract for the Work under this Contract.

2-34 HIPAA – Protecting Patient Privacy (as applicable)

The work under this Contract may require compliance with "The Health Insurance Portability and Accountability Act of 1996" (HIPAA). Information on this Act can be found at the Office of Civil Rights website: <http://www.hhs.gov/ocr/hipaa/>.

SECTION 3 - INSURANCE REQUIREMENTS

3-1 Evidence and Cancellation of Insurance

- A. Prior to execution of the Contract, the Contractor shall file with the County evidence of insurance and endorsements from the insurer(s) certifying to the coverage of all insurance required herein. All evidence of insurance shall be certified by a properly authorized officer, agent, general agent or qualified representative of the insurer(s) and shall certify the name of the insured, the type and amount of insurance, the location and operations to which the insurance applies, the expiration date, and that

the County received notice at least forty-five (45) Days prior to the effective date of any cancellation, lapse or material change in the policy.

- B. The Contractor shall, upon demand of the County, deliver to the County all such policy of insurance, and all endorsements and riders, and the receipts for payment of premiums thereon.
- C. Failure to Provide such insurance in a timeframe acceptable to the County shall enable the County to suspend or terminate the Contractor's Work hereunder in accordance with Contract provisions regarding "Termination for Convenience / Default / Non-appropriation." Suspension or termination of this Contract shall not relieve the Contractor from its insurance obligations hereunder.

3-2 Insurance Requirements

- A. The Contractor shall obtain and maintain the minimum insurance set forth below.

By requiring such minimum insurance, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Contract. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded, which coverage shall apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained with this provision shall affect and/or alter the application of any other provision contained with this Contract.

For all coverages:

Each insurance policy shall be written on an "occurrence" form; excepting that insurance for professional liability. Errors and omissions when required, may be acceptable on a "claims made" form.

If coverage is approved and purchased on a "Claims Made" basis, the contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the Work which is the subject of this Contract.

- B. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- 1. General Liability

Insurance Services Office form number (CG 00 01 Ed. 11-88) covering COMMERCIAL GENERAL LIABILITY.

- 2. Automobile Liability

Insurance Service form number (CA 00 01 Ed. 12-90) covering BUSINESS AUTO COVERAGE, symbol 1 "any auto"; or the combination of symbols 2, 8 and 9.

- 3. Professional Liability

Professional Liability, Errors and Omissions coverage.

In the event that Services pursuant to this Contract either directly or indirectly involve or require professional Services, Professional Liability, Errors and Omissions coverage shall be Provided.

4. Workers' Compensation

Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this Work by applicable federal or "Other States" State Law.

5. Employers Liability or "Stop Gap":

The protection Provided by the Workers Compensation Policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection Provided by the "Stop Gap" endorsement to the General Liability policy.

C. Minimum Limits of Insurance

The Contractor shall maintain limits no less than, for:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, Personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit.

Automobile Liability: (N/A for this contract) combined single limit per accident for bodily injury and property damage.

2. Professional Liability, Errors and Omissions: \$1,000,000 per Claim, \$2,000,000 in Aggregate.
3. Workers' Compensation: Statutory requirements of the state of residency.
4. Employers Liability Stop Gap: \$1,000,000.

D. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions shall be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor.

E. Other Insurance Provisions

The insurance policies required in this Contract are to contain, or be endorsed to contain the following provisions:

1. Liability Policies:

The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Contract. Use the above exact language on the Endorsement Form.

To the extent of the Contractor's negligence, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the County, its officers, officials, employees or agents shall not contribute with the insurance or benefit the contractor in any way.

The Contractor's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

F. Acceptability of Insurers

Unless otherwise approved by the County:

Insurance is to be placed with insurers with a Bests' rating of no less than A:VIII, or, if not rated with Bests', with minimum surpluses the equivalent of Bests' surplus size VIII.

If at any time one of the foregoing policies shall be or become unsatisfactory to the County, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the County, the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

G. Subcontractors

The Contractor shall include all Subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each Subcontractor. **Insurance coverages Provided by Subcontractors as evidence of compliance with the insurance requirements of this Contract shall be subject to all of the requirements stated herein.**

H. Work Site Safety

The Contractor shall have the "right to control" and bear the sole responsibility for the job site conditions, and job site safety. The Contractor shall comply with all applicable Federal, State and Local safety regulations governing the job site, employees and Subcontractors. The Contractor shall be responsible for the Subcontractor's compliance with these provisions.

I. Endorsements

Endorsement must be included with insurance form, i.e. standard industry forms: "2010 111" or "GC 76 80 10 00. **The County requires this Endorsement to complete the Contract.**

SECTION 4 - FEDERAL REQUIREMENTS (not required)

SECTION 5 - SECTION - SCOPE OF WORK

5-1 Implementation

System configuration and prototyping is the primary responsibility of the Contractor. The core Software system shall be configured, prototyped, refined, tested, updated and documented by the Contractor. The County shall Accept the system for roll out only after a successful user Acceptance test is performed.

The Contractor shall not be relieved of its obligation to Provide a completely integrated system if the County creates interface programs.

5-2 Contractor Responsibilities

The Contractor shall be responsible for performing the Work described in the Scope of Work. Each written deliverable shall require an acceptable preliminary draft to precede Acceptance of deliverable and work completion.

APPENDIX A - QUESTIONNAIRE

QUESTIONNAIRE

Return this questionnaire, with your references attached.

Consultant Name:

Consultant Business Address:

Consultant Phone:

Consultant Fax:

Consultant E-Mail:

Social Security or Federal EIN#:

1. How long, without interruption, has the Consultant firm that is responding to this RFP been in business in the United States of America? If you have a headquarter firm and a local office, specify the length of time for both.
2. How many current clients does the Consultant firm have in the United States. List the clients and the value of each project.
3. How many total employees does the Consultant employ? If a national firm with a local office, specify both.
4. Does the Consultant employ any former employee of the County? If so, please identify the employee and the dates of his/her service with the County.
5. Does the Consultant have any conflict of interest or potential conflict of interest with the County? Specify Yes or No: _____
6. Does the Consultant agree *in principle* with the Terms and Conditions included as Part B of this RFP? Specify Yes or No: _____
If No, provide a list of those Terms and Conditions that the Consultant does not agree to (attach a separate page/pages as necessary).
7. Has the Consultant in its current or previous configurations, been in bankruptcy in the past ten years? Specify Yes or No: _____